

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Discrimination
Court File No. 27-CV-19-3629

State of Minnesota by Rebecca Lucero,
Commissioner of the Minnesota Department of
Human Rights,

Plaintiff,

Alice Marie James and Charlie Edgar, on
behalf of themselves and those similarly
situated and the Proposed Rule 23 Class,

Plaintiff-Intervenors,

**JOINT MOTION TO
APPROVE SETTLEMENT**

vs.

CSL Plasma Inc.,

Defendant.

The parties, through their undersigned counsel, hereby move the Court to approve the parties Consent Agreement and Final Order.

1. Plaintiff State of Minnesota by Rebecca Lucero, Commissioner of the Minnesota Department of Human Rights and Defendant CSL Plasma Inc. file this Joint Motion requesting the Court's approval of a Consent Agreement and Final Order (the "Agreement"), attached hereto as Exhibit 1.
2. The Plaintiff-Intervenors, who are parties to a separate, confidential settlement agreement, join in this Joint Motion to indicate their assent to settlement agreement between the Plaintiff and Defendant.
3. The Plaintiff and Defendant jointly request this Court's approval of the Agreement, which is intended to resolve all outstanding issue in this action, provide for future

Joint Motion to Approve Settlement
Court File No. 27-CV-19-3629

compliance, and return to this Court if necessary to resolve matters that may arise in the future during the term of the Agreement.

4. The Plaintiffs-Intervenors consent to this Joint Motion.

KEITH ELLISON
Attorney General
State of Minnesota

Dated: October 4, 2021

s/Scott A. Grosskreutz
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ATTORNEY FOR PLAINTIFF STATE OF
MINNESOTA BY REBECCA LUCERO,
COMMISSIONER OF THE MINNESOTA
DEPARTMENT OF HUMAN RIGHTS

Joint Motion to Approve Settlement
Court File No. 27-CV-19-3629

MADIA NEWVILLE LLC

Dated: October 4, 2021

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ATTORNEY FOR PLAINTIFF-
INTERVENORS ALICE MARIE JAMES
AND CHARLIE EDGAR ON BEHALF OF
THEMSELVES AND THOSE SIMILARLY
SITUATED AND THE PROPOSED RULE 23
CLASS

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: October 4, 2021

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ATTORNEYS FOR DEFENDANT
CSL PLASMA INC.

48764514.1

EXHIBIT 1

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

State of Minnesota by Rebecca Lucero,
Commissioner of the Minnesota Department of
Human Rights,

Case Type: Discrimination
Court File No. 27-CV-19-3629
Hon. Karen A. Janisch

Plaintiff,

Alice Marie James and Charlie Edgar, on
behalf of themselves and those similarly
situated and the Proposed Rule 23 Class,

CONSENT AGREEMENT
AND FINAL ORDER

Plaintiff-Intervenors,

vs.

CSL Plasma Inc.,

Defendant.

Plaintiff Rebecca Lucero, Commissioner of the Minnesota Department of Human Rights and Defendant CSL Plasma Inc. (collectively “the Parties”) stipulate to the following and request that this Court approve this Consent Agreement and Final Order (“Agreement”).

I. RECITALS

WHEREAS, Alice James is a transgender woman, who filed a charge of discrimination against CSL Plasma Inc. (“CSL Plasma”) alleging that CSL Plasma discriminated against her on the basis of her gender identity;

WHEREAS, the Minnesota Department of Human Rights (“Department”) conducted an investigation into the allegations asserted in Alice James’ charge and made findings of probable cause to believe that CSL Plasma violated the Minnesota Human Rights Act, Minn. Stat. ch. 363A (“MHRA”);

WHEREAS, the Department filed a complaint in Hennepin County District Court, Case No. 27-CV-19-3629 (“Lawsuit”) alleging that CSL Plasma violated the MHRA and seeking damages, declaratory and injunctive relief, and a civil penalty;

WHEREAS, Alice James intervened in the Lawsuit and filed a complaint alleging that CSL Plasma violated the MHRA and seeking damages, declaratory and injunctive relief, civil penalty, and attorneys’ fees;

WHEREAS, Charlie Edgar identifies as a person of non-binary gender identity, who intervened in the Lawsuit alleging that CSL Plasma discriminated against them on the basis of their gender identity;

WHEREAS, Alice James and Charlie Edgar, as intervenors, filed an amended complaint alleging that CSL Plasma violated the MHRA and seeking damages, declaratory and injunctive relief, civil penalty, and attorneys’ fees (“Private Complaint”);

WHEREAS, the Department filed an amended complaint alleging that CSL Plasma’s actions toward Charlie Edgar constituted continuing discrimination on the basis of gender identity in violation of the MHRA and seeking damages, declaratory and injunctive relief, and a civil penalty;

WHEREAS, CSL Plasma served answers to the complaints and amended complaints denying any wrongdoing or any violations of the law, or liability to the Department, Alice James, and Charlie Edgar;

WHEREAS, the Parties have reached an agreement to resolve this matter to avoid the burden and expense of further litigation between the Parties and the Parties wish to resolve their dispute in an amicable manner. In agreeing to these terms, the Parties, acting by and through their counsel, engaged in arms’ length negotiations and a significant exchange of information. The

Parties have obtained sufficient information to assess reliably the relative merits and the claims and defenses. Throughout this process, the Parties were represented by counsel knowledgeable in this area of the law; and

WHEREAS, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the Parties, that: (i) the requirements of the Minnesota Human Rights Act, Minn. Stat. ch. 363A will be carried out by the implementation of this Agreement, (ii) the terms of this Agreement constitute a fair and equitable settlement of all issues raised in the Department's amended complaint in the Lawsuit, and (iii) this Agreement is intended to and does resolve the claims contained in the Department's amended complaint in the Lawsuit.

NOW, THEREFORE, the Parties, in consideration of the mutual promises and recitals contained in this Agreement, including the relinquishment of certain legal rights, agree as follows:

II. JURISDICTION

This Court has jurisdiction over the subject matter of this action pursuant to Minn. Stat. § 363A.33 and has personal jurisdiction over the Parties. The Court shall retain jurisdiction of this action for the duration of the term of this Agreement for purposes of entering all orders and judgments that may be necessary to implement the relief and enforcing compliance with the terms provided herein.

III. PARTIES

This Agreement applies to and is binding only upon the following parties:

- A. The State of Minnesota by Rebecca Lucero, Commissioner of the Minnesota Department of Human Rights ("Department"); and
- B. CSL Plasma Inc. ("CSL Plasma").

IV. SCOPE OF AGREEMENT

A. Release of Claims.

This Agreement constitutes full settlement and resolution of the Department's claims against CSL Plasma pending in this Lawsuit. The Department and CSL Plasma hereby waive, release, discharge, and covenant not to sue each other, their current and former officers, agents, or employees, affiliates, successors and assigns, with respect to any claims, suits, or damages contained in the charge of discrimination and in the Department's amended complaint filed in the Lawsuit including, without limitation, any claim for costs or attorneys' fees. Nothing contained herein, however, shall be construed as limiting the right of a party to this Agreement to take further action if the other party fails to comply with this Agreement.

B. Claims Released by Alice James and Charlie Edgar.

In connection with the Private Complaint, Alice James and Charlie Edgar have each negotiated a settlement and release of claims with CSL Plasma and shall execute and deliver to CSL Plasma a private settlement agreement ("Private Settlement Agreement") separate from this Agreement. The Department has not participated in the negotiation of, is not a party to, and has no information regarding that Private Settlement Agreement other than the representation reflected in the preceding sentence and CSL Plasma's representation that the Private Settlement Agreement will be executed by the parties thereto and dated the date of this Agreement and effective on Effective Date (as defined herein).

C. Claims Not Waived by the Department.

The Parties to this Agreement acknowledge that by signing this Agreement, the Department does not release or waive the following: (a) any rights or claims based on any events that occur after the Department signs this Agreement; (b) any claims that are unrelated to the allegations underlying the Department's Lawsuit; (c) the Department's right to bring, process, investigate, or

litigate other charges that may currently be pending before it or may later arise against CSL Plasma; and (d) any right to institute legal action for the purpose of enforcing this Agreement. For purposes of item (c) above, the Department represents that it is not aware of any charges currently pending before it as of the date the Department signs this Agreement.

D. Rescission under the MHRA.

The Parties agree that the Department's release of claims is given in settlement of the Lawsuit. In accordance with the provisions of Minn. Stat. § 363A.31, subd. 2 (2020), the Department's release of claims under the MHRA will become final upon the date the Court issues its order approving this Agreement ("Effective Date").

E. Non-Admission.

By entering into this Agreement, CSL Plasma is settling a disputed matter between itself and the Department. The Parties are entering into this Agreement for the purpose of resolving the disputed matter set forth in the Lawsuit and avoiding the burdens and costs associated with protracted litigation. Nothing in this Agreement constitutes an admission by a Party of liability or wrongdoing, such admission being expressly denied.

V. AGREEMENT OBJECTIVES

In addition to settling the claims of the Parties, the objective of this Agreement is to ensure CSL Plasma's compliance with the Minnesota Human Rights Act, Minn. Stat. ch. 363A. CSL Plasma reaffirms its commitment to comply with the MHRA.

A. Non-Discrimination and Non-Retaliation

CSL Plasma reaffirms its commitment of non-discrimination against persons based on their gender or gender identity. Accordingly, CSL Plasma states that it does not and will not exclude, defer, or refuse to permit any individual who seeks to donate plasma solely because of their gender identity. CSL Plasma will not retaliate or discriminate against any individual including but not

limited to any individual who assisted with or participated in this Lawsuit, or the Department's pre-suit administrative investigation, because the individual has: (a) made a charge of discrimination or opposed an unlawful discriminatory practice under the MHRA, or (b) assisted or participated in any manner in an investigation, proceeding under the MHRA.

B. Policy Review and Implementation.

1. CSL Plasma has presented to the MDHR information demonstrating its compliance with the MHRA through the implementation of various policies. For example, donors may self-identify their gender at the time of initial intake or at the time of a subsequent intake, each in connection with a plasma donation. The Department does not have any objection to the policies that CSL Plasma has presented to the Department as of the Effective Date of this Agreement. Nothing herein prevents CSL Plasma from requesting information from a potential donor or current donor identifying their assigned sex at birth.

2. CSL Plasma shall, if necessary, modify or implement policies, procedures, and training materials to make more clear that CSL Plasma's employees may not refuse, exclude, or defer a potential donor because the donor's self-identified gender identity is different or inconsistent with their assigned sex at birth. CSL Plasma's policies, procedures, and training materials shall, if necessary, be modified to make more clear that a potential donor's gender identity is not a proxy for sexual behavior and a potential donor's gender may be self-identified, and that inconsistencies between a potential donor's self-identified gender and their government-issued identification shall not be a basis to refuse or defer a potential donor.

3. Policies regarding donor gender identity are and will continue to be made available and be accessible to CSL Plasma's medical staff associates, center medical director and all other staff who interact with plasma donors or potential donors in its Minnesota centers; and CSL Plasma shall provide the Department with verification that the policies were so made available.

4. For the duration of the term of this Agreement, CSL Plasma agrees to submit any proposed modifications to these policies relating to gender identity of donors to the Department for review. Such submissions shall be sent to the Department at settlementmonitoring.mdhr@state.mn.us or via First Class U.S. Mail at 540 Fairview Avenue North, Suite 201, St. Paul, MN 55104. The Department shall have sixty (60) days from the receipt of any such proposed modifications to provide written feedback in the event the Department believes that the proposed modifications may violate the MHRA or it shall be presumed that the Department does not object to such proposed modifications. In the event the Department objects to any such policies, the Department shall share with CSL Plasma its reasons therefor, and the parties are encouraged to make reasonable efforts through direct discussions to resolve any concerns prior to seeking a determination from the Court.

C. Training.

To ensure compliance with the MHRA and this Agreement, CSL Plasma agrees to provide in its Minnesota plasma collection centers the training specified in this Section C to CSL Plasma's medical staff associates, center medical director and other staff who interact with plasma donors or potential donors. The training shall include information on LGBTQ+ equity that includes, but is not limited to: LGBTQ+ identities, language, and gender pronoun training, the personal experience of being LGBTQ; the fundamental differences between gender identity and sexual orientation; creating a safe, welcoming, and inclusive organization for transgender and non-binary donors; the social and institutional barriers to access in health care and other spaces for transgender and non-binary individuals; the policies adopted or modified pursuant to this Agreement; and the MHRA's prohibition on discrimination on the basis of gender identity. The training described under this Section C must be completed within ninety (90) days of the Effective Date of this Agreement and on an annual basis thereafter for the duration of this Agreement. The training must

include information regarding substantially all of the terminology set out in Exhibit A to this Agreement.

All trainings provided by this Section C shall be conducted by an outside organization(s) or person(s), approved by the Department. CSL Plasma shall provide the Department with a copy of any training materials and written confirmation that all medical staff associates, center medical directors and other staff who interact with plasma donors and potential donors have completed the training. The initial training for the medical staff associates, center medical directors and other staff who interact with plasma donors or potential donors shall be at least two (2) hours in duration.

New medical staff associates, center medical directors and all other staff who interact with plasma donors or potential donors hired after the Effective Date of this Agreement shall be given the training described in the preceding paragraph of this Section C at or around the time of hire and thereafter on an annual basis. After the initial training provided in this Section C, CSL Plasma shall provide this training to medical staff associates, center medical directors and other staff who interact with plasma donors or potential donors on an annual basis for the term of the Agreement. The subsequent refresher training shall last no less than one (1) hour.

D. Reporting to the Department.

1. CSL Plasma will submit a report to the Department detailing compliance with this Agreement within one hundred twenty (120) days of the Effective Date of the Agreement and then every six (6) months for the duration of the term of this Agreement. In such report, CSL Plasma will certify and provide supporting documentation showing that it complied with this Section V of this Agreement and will provide the Department with a current copy of (i) its anti-discrimination policies and (ii) its anti-discrimination training materials pertaining to gender identity, transgender donors, and/or non-binary donors. The report shall include the following information for the previous six-month period:

- a. The dates on which the training programs provided under Section V were conducted, and a copy of all written materials used at these training sessions, if any;
- b. the name (first name, first letter of last name) and position of each employee who attended the training program, with all such employee names provided pursuant to a standard protective order.

2. CSL Plasma will submit an Excel spreadsheet containing the data set forth below on those individuals whose self-identified gender differs from their assigned sex at birth and/or gender marker on personal identification documents and who sought to donate plasma at CSL Plasma's locations in the State of Minnesota during the prior six-month period, and who were deferred for any reason. If no such deferrals occurred during a six-month period, CSL Plasma will advise the Department it is unaware of any such deferrals for that reporting period. The spreadsheet shall be submitted to the Department within one hundred twenty (120) days of the Effective Date of the Agreement and then every six (6) months for the duration of the term of this Agreement. The spreadsheet shall include the following information for the previous six-month period:

- a. The last four (4) digits of the Donor Identification Number (or other internal CSL Plasma tracking number);
- b. Gender self-identified by donor;
- c. The reason the individual was deferred and the duration of the deferral.

VI. COSTS, AND FEES

A. Costs to the Department.

CSL Plasma agrees to pay costs to Department in the sum of Fifteen thousand dollars (\$15,000.00) within thirty (30) days after the Effective Date. The check shall be made payable to

the “MDHR Dispute Resolution” and shall be sent to the Department at 540 Fairview Avenue North, Suite 201, St. Paul, MN 55104.

B. Costs of Implementation of the Consent Agreement and Final Order.

Unless otherwise provided in this Agreement, Defendant will bear all costs associated or incurred as a result of implementation or compliance with the terms and provisions of the Agreement, except as provided herein.

C. Attorney Fees and Costs.

The Parties agree that, with the exception of the costs to the Department and the costs of implementation of the Agreement by CSL Plasma, that the Parties are not entitled to and shall not seek from any court any other monetary relief or compensation, including damages or other fees, costs, expenses, or disbursements in connection with this Lawsuit; and that, except to the extent set forth in this agreement, the Parties are responsible for their own fees, costs, and expenses.

VII. ENFORCEMENT AND RESERVATION OF REMEDIES

A. The Parties to this Agreement may request relief from this Court if issues arise concerning the interpretation of this Agreement that cannot be resolved through the process described in paragraph VII(B) below. This Court specifically retains continuing jurisdiction over the subject matter hereof and the parties hereto for the purposes of interpreting, enforcing, or modifying the terms of this Agreement, or for granting any other relief not inconsistent with the terms of this Agreement until this Agreement is terminated. The Parties may apply to this Court for any orders or other relief necessary to construe or effectuate this Agreement or seek informal conferences for direction as may be appropriate. The Parties shall meet and confer regarding any dispute prior to seeking relief from the Court.

B. If, during the term hereof, the Department believes that CSL Plasma has not complied with the requirements of this Agreement, the Department shall follow the procedure set

forth in Minn. R. 5000.0800, subp. 3a (2019), by notifying CSL Plasma of its noncompliance by certified mail. CSL Plasma shall have 15 days after receipt of the notice to respond. If the Department determines CSL Plasma has not complied with this Agreement, the Department shall bring the noncompliance to this Court's attention by filing an appropriate motion.

C. If CSL Plasma does not comply with the requirements of this Agreement, the Court may enforce this Agreement by any one or any combination of the remedies available under Minn. Stat. §§ 363A.33 and 363A.29 (2020), and Minn. R. 5000.0800, subp. 3a (2019), including civil penalties, injunctive relief, or other relief available through the contempt powers granted to the Court.

D. The Department specifically reserves its right, pursuant to Minn. Stat. § 363A.33, subd. 7 (2020), to seek recovery of its litigation costs and expenses arising from any violation of this Agreement that require the Department to file a motion with this Court for enforcement of this Agreement.

E. The Department specifically reserves its right to take actions to address violations that are not the subject of the Department's amended complaint in the Lawsuit and, unless otherwise provided herein, any violations arising after the Effective Date of this Agreement.

VIII. GENERAL TERMS

A. Government Data.

The Parties acknowledge that the release of information concerning this matter from the Department's file is governed by the Minnesota Human Rights Act, Minn. Stat. ch. 363A; the Minnesota Government Data Practices Act, Minn. Stat. ch. 13; and the Official Records Act, Minn. Stat. §§ 15.17, *et seq.* The Parties agree that the terms of this Agreement are public pursuant to Minn. Stat. § 363A.06, subd. 4 (2020). The Parties agree that the information identified as public data in Minn. Stat. § 363A.35, subd. 3 (2020) is public following the closure of the Department's

file. The Parties agree that the information provided by CSL Plasma in accordance with Section V of the Agreement is private data on individuals or nonpublic data under Minn. Stat. § 363A.35, subd. 3 (2020) and Minn. Stat. § 13.02, subds. 9 and 12 upon the Effective Date of this Agreement.

B. Voluntary Agreement.

The Parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each Party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under the agreement. The Parties acknowledge that they have read and understand the terms of this Agreement, that they have been represented by legal counsel or had the opportunity to obtain legal counsel, and that they are voluntarily entering into this Agreement to resolve the dispute among them.

C. Severability.

The provisions of this Agreement shall be severable, and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

D. Successor Liability.

The terms of this Agreement shall be binding upon CSL Plasma, its officers, directors, agents, and any present and future successors and assigns of CSL Plasma. If CSL Plasma is sold, merged, acquired, or consolidated with another company, CSL Plasma will provide, sufficiently in advance of the sale to effect meaningful notice to the buyer, notice of the Department's amended complaint and a copy of this Agreement if the Agreement is then in effect. In such event, CSL Plasma will notify the Department within fourteen days after closing of any sale, merger, acquisition, or consolidation that timely notice to the buyer was made.

E. Agreement.

This Agreement is binding. The Parties acknowledge that they have been advised that (1) the other Parties have no duty to protect their interest or provide them with information about their legal rights; (2) signing this Agreement may adversely affect their legal rights; and (3) they should consult an attorney before signing this Agreement if they are uncertain of their rights.

F. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the Department's claims set forth in the Department's amended complaint against CSL Plasma in the Lawsuit. No Party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing, identified as an amendment to this Agreement, and signed by all Parties. There are no inducements or representations leading to the execution of this Agreement except as herein explicitly contained.

G. Warranty.

The persons signing this Agreement warrant that they have full authority to enter into this Agreement on behalf of the party each represents, and that this Agreement is valid and enforceable as to that party.

H. Counterparts.

This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. Any Party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were an original.

I. Effective Date.

This Agreement is effective upon the date it is approved and entered as an order of the Court (the "Effective Date"). CSL Plasma agrees to continue to initiate and implement all activities necessary to comply with the provisions of this Agreement pending entry by the Court.

IX. SCOPE OF AGREEMENT

This Agreement applies to all of CSL Plasma's facilities and operations in the State of Minnesota, whether now existing or hereafter acquired or created during the Term of the Agreement.

X. DURATION OF AGREEMENT

This Agreement shall remain in effect for eighteen (18) months from and after the Effective Date of this Agreement (the "Term"). The Court shall retain jurisdiction for the duration of this Agreement to enforce the terms of the Agreement. If there are no pending or unresolved disputes under this Agreement, this Court's jurisdiction shall automatically terminate eighteen (18) months after the Effective Date of this Agreement, at which time the Court shall enter an Order of Dismissal with Prejudice and a Final Judgment, without further costs to any party.

THE PARTIES ENTER INTO AND APPROVE THIS CONSENT AGREEMENT AND FINAL ORDER AND SUBMIT IT TO THE COURT SO THAT IT MAY BE APPROVED AND ENTERED. THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED ON THE DATES OPPOSITE THEIR SIGNATURES.

COMMISSIONER OF THE MINNESOTA
DEPARTMENT OF HUMAN RIGHTS

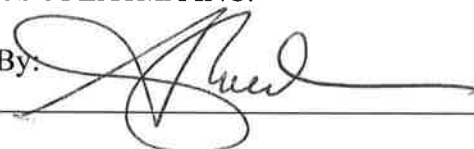
Dated: October 4, 2021

By: 

Rebecca Lucero, Commissioner of the
Minnesota Department of Human Rights

CSL PLASMA INC.

Dated: 9/29/21

By: 

Name: GUILLERMO PARDINAS
(printed)

Title: SVP & GM.

CSL PLASMA INC.

Dated: 9-29-21

By: 

Name: Eric Silva
(printed)

Title: Asst Secy.

BY THE COURT:

The Court, having been duly informed in the premises, and having reviewed this Consent Agreement and Final Order, now approves the same and directs the Clerk of the District Court to enter same as the Order of the Court. The Court shall retain jurisdiction over this case for the purpose of reviewing issues pertaining to compliance with the terms of the Agreement and Final Order. If there are no motions presented to the Court within eighteen (18) months from this date alleging non-compliance with this Consent Agreement and Final Order, the Court shall enter an Order of Dismissal with Prejudice and a Final Judgment, without further costs to any party.

IT IS SO ORDERED:

Date: _____, 2021

District Court Judge

EXHIBIT A

Sex – an individual’s biological status as male, female, or intersex. Sex is assigned at birth, and is associated with physical attributes, such as genital anatomy, internally produced hormones, and chromosomes.

Gender – broadly refers to socially constructed and enacted roles and behaviors which occur in a historical and cultural context, and which vary across societies and over time. Recognizing the distinction between sex and gender has been established for medical research and quality health care.

Gender identity – a person’s inherent sense of gender whether masculine, feminine, or another gender. One’s gender identity may or may not correspond to a person’s sex assigned at birth or a person’s primary or secondary sex characteristics, including genitalia, voice, or breast development. Since gender identity is internal, a person’s gender identity is not necessarily visible to others. Gender identity is distinct and separate from sexual orientation and sexual behavior.

Gender expression – an individual’s presentation – physical appearance, clothing, accessories, and behavior – which communicate aspects of gender to others. Gender expression does not necessarily conform to a person’s gender identity, sex assigned at birth, or socially constructed gender roles. Gender expression is thus not predictive of gender identity or sexual orientation.

Gender non-conforming – an umbrella term that describes those who do not fit into traditional gender expectations.

Gender pronoun - a word that can be used in place of a noun or a person's name. Gender pronouns include, but are not limited to, she/her, he/him, they/them, ze/hir, she/they, he/they. Asking and correctly using someone's pronouns shows respect when someone is referred to with the wrong pronouns, it can make them feel invalidated, dismissed, or alienated. Significantly, gender pronouns are not defined by or linked to physical appearances.

Transgender – an umbrella term that may be used to describe people whose gender identities do not align with their assigned sex at birth. Transgender is a self-identity, and some gender nonconforming people do not identify with this term.

Sexual orientation – indicates to whom someone is attracted in terms of sex, gender identity, or other characteristics. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities. Sexual orientation identity terms may include straight, gay, lesbian, bisexual, pansexual, and asexual. Sexual orientation and sexual behavior do not necessarily align.

Sexual behavior – a broad spectrum of activities in which individuals express their sexuality. Sexual behaviors need not align with a person’s sexual orientation. Sexual orientation and sexual behavior cannot be assumed based on someone’s gender identity, as an individual’s sexual

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