

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
DOCKET NUMBER: P2022-000319

Matthew J. Platkin, Acting Attorney)	
General of New Jersey, and)	
Rosemary DiSavino, Deputy Director)	
of the New Jersey Division on Civil Rights,)	Verified Complaint
)	
Complainants,)	
)	
v.)	Received and recorded:
)	Date:
Pine Valley Golf Club,)	By:
)	
Respondent.)	

Charge

Complainants Matthew J. Platkin, Acting Attorney General of New Jersey, and Rosemary DiSavino, Deputy Director of the New Jersey Division on Civil Rights (together “Complainants”), charge Respondent Pine Valley Golf Club (“Club” or “Respondent”) with unlawful sex discrimination in violation of N.J.S.A. 10:5-12(a), (f), (g) & (r) of the New Jersey Law Against Discrimination (“LAD”), N.J.S.A. 10:5-1 to -50.

Parties

1. Complainant Matthew J. Platkin is the Acting Attorney General of New Jersey. The Attorney General, having offices at 25 Market Street, Trenton, New Jersey, 08611 and 124 Halsey Street, Newark, New Jersey, 07102, is charged with enforcing the LAD. N.J.S.A. 10:5-1 to -49. The Attorney General is authorized to proceed against any person to compel compliance with any provisions of the LAD or to prevent violations or attempts to violate any such provisions. N.J.S.A. 10:5-13.

2. Complainant Rosemary DiSavino is the Deputy Director of the New Jersey Division on Civil Rights (“DCR”), the agency charged with enforcing the LAD, and maintains an office at 31 Clinton Street, Newark, New Jersey. Complainant DiSavino brings this action in her official capacity pursuant to the authority of the Director of the Division on Civil Rights, pursuant to N.J.S.A. 10:5-13 and N.J.A.C. 13:4-2.2(d), and a delegation of such authority from the Director.

3. Respondent Pine Valley Golf Club is a domestic nonprofit corporation located at 1 East Atlantic Avenue in what was, until recently, the Borough of Pine Valley, New Jersey (“Borough”). The Borough consolidated into the Borough of Pine Hill in about January 2022.

Introduction

4. Complainants bring this complaint to remedy the Club's unlawful discrimination in violation of the LAD.

5. The Club, established over 108 years ago, contains an acclaimed golf course and associated amenities, including lodging and dining facilities, operated primarily for the benefit of its members.

6. Though technically established as distinct legal entities, in practice the Club and Borough were anything but distinct. The Club and the Borough maintained a longstanding, and symbiotic relationship:

- a. The Club owned all of the land in the Borough;
- b. All residents of the Borough resided on Club property;
- c. The Borough's Commission members and residents were all themselves Club members, officers, employees, or immediate family members thereof;
- d. Consequently, the Club effectively controlled the Borough, and the Club was the primary recipient of services and benefits provided by the Borough.

7. For nearly all of its 108-year history, the Club has had in place a variety of policies and practices that discriminate on the basis of sex.

8. From its founding over 108 years ago until approximately April 2021, the Club has prohibited women from becoming members and, with extremely narrow exceptions, prohibited them from playing golf or otherwise accessing Club facilities. As of July 2021, the Club has reported that it has admitted only three women as members, less than 0.5% of its membership.

9. In addition, the Club prohibited women from owning homes in the Borough, unless co-owned by a man. Individuals were permitted to own houses situated on land that was leased from Club, which owned all of the land in the Borough; however, the Club required all such individuals to agree to discriminatory restrictive covenants that prohibited women from owning those houses, unless they were co-owned by a member of the Club, who were all men. The Club claims it no longer requires these discriminatory restrictive covenants in land leases, but it also represents that it no longer intends to enter into new leases of Club land.

10. Even after the Club removed the restrictive covenant provisions, it has leased land and permitted ownership of private houses on its land to the male members who own or co-own those houses. Rather than allowing ownership by women unconnected to its membership, the Club has chosen to not allow any new owners, thereby locking in the disparate impact of its past discriminatory conduct.

11. The Club has also discriminated against women in hiring. The Club's employees have overwhelmingly been men. The Club has principally relied upon word-of-mouth recruiting when it had a hiring need at its facilities. This has deprived people who do not identify as men of

the opportunity to learn of employment opportunities and has perpetuated the staff being nearly all men. The Club's records show that as of July 2020 it had only six women employees, which makes up less than 4% of its staff.

12. Finally, the Club's employee handbook contained unlawful policies, including forbidding only men from wearing earrings, and forbidding employees from discussing their pay in violation of the Diane B. Allen Equal Pay Act, N.J.S.A 10:5-12.

13. Accordingly, the Club engaged in unlawful public accommodation, employment, and housing discrimination on the basis of sex, in violation of N.J.S.A. 10:5-12(a), (f), (g), and (r), and Complainants bring this action to redress Respondent's unlawful conduct and prevent any further violations of the LAD.

Factual Background

14. The New Jersey Legislature created DCR approximately seventy-seven years ago to enforce the LAD and to "prevent and eliminate discrimination" in the State of New Jersey. N.J.S.A. 10:5-6.

15. The LAD prohibits discrimination in housing, employment, and places of public accommodation on the basis of gender, which includes sex, gender identity, and gender expression, among other protected characteristics. N.J.S.A. 10:5-12.

16. The LAD's prohibition against gender discrimination includes differential treatment of people of different sexes, gender identities, and gender expressions, such as transgender, cisgender, non-binary, gender non-conforming, and intersex individuals.

Public Accommodation Discrimination

17. The Club was established over 108 years ago. It contains a world-famous golf course that is consistently ranked as one of the best in the world, as well as related amenities such as lodging and dining facilities, operated primarily for the benefit of its members.

18. The Club has approximately 700 members.

19. Though usually only open to members and their guests, the Club hosts a nationally recognized public tournament every year, which is considered a premier amateur golf event.

20. The Club engages in substantial economic activity. Its gross annual receipts, annual revenue, and net assets are each well in excess of ten million dollars.

21. From its founding until at least May 2021, the Club's membership policy explicitly prohibited women from joining the Club as members.

22. Until at least May 2021, the Club has denied women the ability to use its golf course, facilities, and lodging, except as a guest of a member during certain hours on Sundays, among other limited exceptions.

23. Until on or about January 1, 2022, when the Borough consolidated with the Borough of Pine Hill (the “consolidation”), the Club and the Borough were deeply intertwined:

- a. The Club owned all of the land in the Borough.
- b. The Borough’s boundaries were coextensive with the Club, except that a small part of the Club’s land, less than 4%, extended into the neighboring Borough of Pine Hill.
- c. All residents of the Borough resided on Club property.
- d. The Borough was governed by a three-person Commission, which consisted of a Club member, his spouse, and the spouse of the Club’s golf pro. All three of the Commission members lived on Club land.
- e. All of the Borough’s eleven registered voters were associated with the Club, either directly or through an immediate family member.
- f. The three highest paid Club employees were all Borough residents and they and their families constituted eight of the eleven voting residents.
- g. Due to the significant proportion of the Borough’s Commission and voting residents that is made up of Club members, Club employees, and their immediate family members, the Club exerted substantial control over Borough policy.
- h. The Club and members who reside on Club property provided virtually all of the Borough’s revenue.
- i. The Club was the main beneficiary of services and benefits provided by the Borough.
- j. The Club directly paid for a portion of the Borough’s police costs, including \$100,000 to defray the Borough’s estimated \$262,000 police costs in 2019.
- k. Borough police patrolled Club land, including around houses owned by Club members on Club land.
- l. The Club owns the Borough administration building and the land on which it sits, and the Club leased both to the Borough for only \$1.00/year, which does not reflect fair market value or an arms-length transaction.
- m. Absent the Club, the Borough would have had virtually no revenue and would have had no residents.
- n. Without the Borough, the Club would have incurred additional costs to provide security and other services to its residents and its property.

24. The Club benefited from its relationship with the Borough by, among other things, exercising control over Borough policy, including setting tax rates and directing expenditures. Based on information and belief, the Club and its residents paid lower taxes, including no school taxes, because of its relationship with the Borough.

25. While the Club and the Borough were legally distinct entities, they were functionally intertwined and interdependent.

26. For these reasons, particularly the close association between the Club and the Borough detailed herein, the Club, at least until the consolidation, was not “in its nature distinctly private” and was a place of public accommodation under N.J.S.A. 10:5-5(l).

27. Accordingly, the Club’s policies and practices governing the Club’s membership and use of its facilities discriminated against women in violation of N.J.S.A. 10:5-12(f).

28. On or about April 30, 2021, the Club announced that it removed all restrictions on membership and use of its facilities based on sex or gender.

29. Only three women have been admitted to the Club as of July 2021. Accordingly, the Club’s membership remains more than 99% men.

30. Upon information and belief, the Club bypassed its normal membership application process to admit these three women around the time that it publicly announced its decision to admit women members. All three women are renowned golfers, one of whom is regarded as one of the best women golfers in the sport’s history.

31. The Club normally has a selective membership application process that can take several years, and requires, among other things, a recommendation for admission from a current Club member, payment of an entrance fee, and annual dues.

32. Even though the Club lifted its formal prohibition on membership for women, the Club continued to have a policy and practice requiring that new members receive a recommendation from a current member, almost all of whom were men.

33. In addition, the only way that non-members could play the Club’s course and use its facilities was if they did so as guests of members.

34. These membership policies and practices predictably resulted in a disparate impact on people who did not identify as men and continued to perpetuate discrimination even after the Club removed its formal limitation on membership to men, at least until the Borough consolidated with the Borough of Pine Hill on or about January 1, 2022.

Employment Discrimination

35. Only six of the Club’s approximately 159 employees (3.8%) are women.

36. Based on their job titles, the six women appear to be predominantly in positions that have little contact with Club members:

- a. one is the Club's sole bookkeeper;
- b. two are the only two dishwashers;
- c. one is the only caddie luncheonette employee; and
- d. two are among the three laundry employees.

37. The Club has long had a practice of hiring employees primarily based on word-of-mouth referrals from other employees.

38. The Club's reliance on word-of-mouth hiring has meant that one generally has needed to be referred by an employee—generally a man who worked for the Club which itself is predominantly made up of men, and historically had been exclusively made up of men—in order to be considered for hire by the Club.

39. These referrals rarely, if ever, produced applicants for open positions at the Club who were women.

40. As of at least October 2020, the Club maintained a written policy, included in its Employee Handbook, forbidding only men from wearing earrings at work.

41. The Club represented to DCR that it has since removed this earring policy from its Handbook.

42. As of at least October 2020, the Club maintained a written policy, included in its Employee Handbook, forbidding employees from discussing their pay.

43. The Club represented to DCR that it has since removed this pay secrecy policy from its Handbook.

Housing Discrimination

44. The Club leases sections of its land pursuant to occupancy agreements for purposes of permitting lessees, who are Club members and their spouses, to occupy private houses.

45. The Club included discriminatory restrictive covenants in its occupancy agreements that restricted the ownership of the private houses on its land to Club members, or to non-members jointly with a Club member spouse. Because Club membership was limited to men until recently, these discriminatory restrictive covenants prohibited women from owning homes.

46. The Club has represented to DCR that it removed this restrictive language, and that this restriction is no longer the policy of the Club.

47. The Club leases parcels of land to people who own and occupy private houses on that land, subject to terms of occupancy agreements issued by the Club.

48. The Club has represented to DCR that going forward it no longer intends to lease land or allow private ownership of houses, but rather intends to buy the structures suitable for use as houses as they become available, as permitted by the Club's occupancy agreement.

49. The Club has further represented that it intends to exercise its right to repurpose the homes and land, and intends to not allow any new purchases, accordingly phasing out its lease of land and private ownership of structures suitable for use as houses on its land.

50. While the Club has represented that it has ended its use of restrictive covenants, it only permits Club members (and/or their co-owner family member) to own these houses, and all Club members who currently own these houses are men.

51. Only one of the private houses has a sole woman owner, and she is the surviving spouse of a deceased Club member who was a man; the Club has permitted her to remain on Club land.

52. Rather than truly opening its housing to ownership by women, the Club has chosen to not allow new owners.

53. By tying Club membership to the ability to own or lease property, the Club discriminated against women and prevented them from being able to lease land and own homes.

DISCRIMINATION STATEMENT

54. The allegations in the foregoing paragraphs are incorporated by reference herein as if set forth in full.

55. Respondent's actions constitute unlawful discrimination based on sex and gender in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -50.

56. The Club's policies and practices of denying membership to women and denying women equal use of the Club's golf course, facilities, and lodging discriminated against women and were in violation of the LAD's prohibition of discrimination by a place of public accommodation on the basis of sex, N.J.S.A. 10:5-12(f)(1), at least until the consolidation was effective.

57. The Club's word-of-mouth referral policy has a disparate impact on people who are not men and accordingly violates the LAD's prohibition of discrimination based on sex and gender in hiring, N.J.S.A. 10:5-12(a).

58. The Club's prohibition against men, but not women, wearing earrings at work violated the LAD's prohibition of discrimination based on sex and gender in the terms, conditions, or privileges of employment, N.J.S.A. 10:5-12(a).

59. The Club's prohibition against employees discussing their pay violated the LAD, as amended by the Diane B. Allen Equal Pay Act, N.J.S.A. 10:5-12(r).

60. By tying Club membership, which has historically been limited to men, to the ability to own or lease property, the Club has violated the LAD's prohibition of discrimination based on sex and gender in the lease of real property, N.J.S.A. 10:5-12(g).

61. Said acts of discrimination occurred in Camden County, New Jersey.

62. Complainants request the full extent of relief provided by law, including but not limited to injunctive relief; compensatory damages for economic loss, humiliation, mental pain and suffering for any victims of the alleged discrimination; statutory penalties; and investigative and litigation costs. See N.J.S.A. 10:5-13 & 14.1a.

63. Complainants have not instituted any other action in any court, either criminal or civil, regarding this matter.

Kaley Lentini, of full age, hereby certifies that she is a Legal Specialist in the Division on Civil Rights and is authorized to file this verified complaint on behalf of the Acting Attorney General of New Jersey and the Deputy Director of the Division on Civil Rights, pursuant to N.J.S.A. 10:5-8. She has read this complaint and understands the allegations, and to the best of her knowledge, information and belief, the allegations made in this complaint are true.

April 27, 2022
Date

Kaley Lentini
Kaley Lentini
Legal Specialist
New Jersey Division on Civil Rights