

NOW THEREFORE, Complainants and Respondent AGREE to resolve and settle this matter as follows:

Compliance with the LAD

1. The Club will not discriminate based on sex, gender, gender identity, gender expression, or any other LAD-protected class in violation of any applicable LAD provision.

Housing

2. The Club shall not restrict the lease of land or ownership of structures suitable for use as private houses based on gender, which includes sex, gender, gender identity, and gender expression, or Club membership status.
3. The Club shall not lease any land for residential purposes or allow people to own homes on its property, except that the Club may permit those already owning such homes to continue to do so. However, nothing in this paragraph shall prevent someone who owns a home as of the date of this Agreement from bequeathing the home to their spouse or child, and the Club allowing that person to lease the relevant land.
4. The Club will exercise its rights under its occupancy agreements to buy the structures suitable for use as houses that exist on its property, as they become available for sale, in order to repurpose the homes and land, accordingly phasing out its lease of land for residential purposes and phasing out allowing private ownership of structures suitable for use as houses on its land.

Employment

5. The Club shall provide all persons, including women, transgender, non-binary, gender non-conforming, and intersex individuals, equal opportunity to obtain employment with the Club.
6. The Club shall not rely on word-of-mouth as its primary method of employee recruitment.
7. With the exception of a rare need to fill a position urgently, the Club will publicly post all future job openings such that they are equally accessible to people of all genders.
8. The Club will advertise at least 75% of its job openings in at least: (a) two major online job posting websites such as Indeed, LinkedIn, Monster, or ZipRecruiter; and (b) one local or regional newspaper such as the Burlington County Times, Courier Post, Philadelphia Inquirer, or the South Jersey Times.
9. The Club shall not prohibit or forbid any employee from wearing earrings at work on the basis of sex, gender, gender identity, or gender expression.
10. The Club shall not prohibit or forbid any employee from appearing, grooming, or dressing consistent with the employee's gender, gender identity or expression.

11. The Club shall not prohibit or forbid any employee from discussing pay or compensation.

Training

12. The Club will provide an interactive anti-discrimination training to all of its employees within one year of the execution of this Agreement. Such training shall address state antidiscrimination laws, including the New Jersey Law Against Discrimination. For any employee who is not fluent in English, the Club will provide such training in a language in which the employee is fluent. Thereafter the Club will provide such training annually for the following three years to all supervisory and managerial employees. The Club will submit notice to DCR of compliance with the provisions of this paragraph within sixty days of the conclusion of each such training.

Notices

13. The Club will provide notices as follows:

- a. The Club will provide all of its employees with:
 - i. The following DCR fact sheets: The New Jersey Law Against Discrimination, Gender Discrimination, La Ley Contra la Discriminación de Nueva Jersey, and Discriminación de género. These are available at <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/division-on-civil-rights-resources/>.
 - ii. In the event that the Club has employees that it believes primarily speak languages other than English or Spanish, or if the employee requests the fact sheet in a different language, the Club shall provide the fact sheet in that language if the fact sheet is available on DCR's website in that language (<https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/division-on-civil-rights-resources/>); and
 - iii. Notice of the changes to the Employee Handbook concerning wearing earrings and discussing pay, along with a copy of the Club's current Employee Handbook.
- b. The Club will ensure that it is in compliance with all posting and notice requirements pursuant to N.J.A.C. 13:8-1.1, et seq. The notices to be displayed pursuant to this paragraph may be obtained on DCR's website at <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/division-on-civil-rights-resources/required-posters/>.
- c. The Club agrees to provide all of the above notices within thirty days of the execution of this Agreement. The Club shall provide copies of the same to DCR within sixty days of the execution of this Agreement, along with confirmation that they were provided as delineated above.

- d. For the next three years, a copy of the same documents enumerated above that pertain to current Club employees will be provided to all individuals who become Club employees, within thirty days of when they become so.

Compliance Reporting

- 14. On July 1, 2023, and continuing each July 1 thereafter for the following three years, the Club will provide to DCR:
 - a. A report that includes:
 - i. A list of all Club employees along with the gender (or perceived gender), job title, and date of hire for each.
 - ii. A list of all people who left Club employment over the last year along with the gender, job title, date of hire, and date employment ended for each.
 - iii. A list detailing any changes in the lease of land or ownership of structures suitable for use as private houses over the last year.
 - b. A current copy of its Employee Handbook.

- 15. The Club will cooperate with DCR in providing these reports and in responding to any reasonable inquiries from DCR seeking clarification concerning the subject-matter of the reports.

Monetary Payments

- 16. The Club will remit a payment in the amount of \$100,000.00, which represents payment in lieu of penalty in the amount of \$50,000.00 and attorneys' fees in the amount \$50,000.00.
- 17. The Club will submit this payment to DCR within seven days of the execution of this Agreement in the form of a check made payable to "Treasurer, State of New Jersey" and mailed to:

New Jersey Division on Civil Rights
Northern Regional Office
31 Clinton Street, Third Floor
Newark, New Jersey 07102
Attn: Waleska Lucas

This payment in lieu of penalty addresses only the subject matter of this Agreement and does not affect the rights of any person or entity who is not a party to this Agreement.

- 18. The Club will endow a scholarship through the J. Wood Platt Caddie Scholarship program, in the amount of \$45,000.00, for the benefit of women caddies' education. The Club will make this payment and provide proof of the same to DCR within 180 days of the execution of this Agreement.

19. The Club will endow a scholarship through Rutgers, the State University of New Jersey, in the amount of \$55,000.00, for the benefit of members of the Rutgers women's golf team. The Club will make this payment and provide proof of the same to DCR within 180 days of the execution of this Agreement.

Additional Provisions

20. The Club will not engage in any retaliatory conduct against any individual who provided or may provide information to DCR regarding or related to this matter, or allow any of its employees or agents to engage in any such conduct.
21. Once executed, this Agreement will operate as a complete and final disposition of this matter.
22. The Club agrees and understands that its failure to comply with any of the terms or provisions of this Agreement shall constitute a breach of the agreement. DCR will have the authority to enforce the provisions of this Agreement, or to seek sanction for violations thereof, or both.
23. This Agreement is entered into by each party freely and voluntarily and with full knowledge and understanding of the obligations and duties imposed by this Agreement.
24. This Agreement shall be binding upon the parties to this Agreement and their successors and assigns. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Agreement.
25. This Agreement constitutes the entire agreement between the parties. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Agreement will be enforceable.
26. No provision herein shall be construed as relieving the Club of its obligations to comply with all State and federal laws, regulations or rules, as now constituted or as may hereafter be amended; or as granting permission to engage in any acts or practices prohibited by any such laws, regulations, or rules; or limiting any right that DCR may otherwise have to obtain information, documents or testimony from the Club or to accept and/or investigate any pending or future complaints against the Club.
27. This Agreement shall not be construed to otherwise limit the authority of the Office of the New Jersey Attorney General or the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey.
28. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey, without regard to principles of conflicts of law.
29. The parties to this Agreement represent that a person authorized to sign a document legally binding each party to its terms has signed this Agreement with full knowledge, understanding, and acceptance of its terms.

30. Any signature for the entry of this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Agreement. The parties agree that this Agreement may be signed electronically, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
31. As used in this Agreement, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.
32. If any portion of this Agreement is held invalid or unenforceable by operation of law, the remaining terms of this Agreement shall not be affected.
33. Complainants and Respondent consent to the form, content, and entry of this Agreement on the dates beside their respective signatures (below).

PINE VALLEY GOLF CLUB


By James C. Davis, President



Date: 09 MAY 2023

NEW JERSEY DIVISION ON CIVIL RIGHTS

By Sundeep Iyer, Director



Date: 5/10/2023

MATTHEW J. PLATKIN

ATTORNEY GENERAL OF NEW JERSEY

By Jeffrey Olshansky, Deputy Attorney General



Date: 5/10/2023