

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Oakbrook Fire Co. No. 14 Relief :
Association, Randall Nein, Jackie :
Nein, Kathleen Frost, and David :
Glaser, :
Appellants :
v. : No. 1121 C.D. 2013
: Submitted: December 9, 2013
Oakbrook Fire Co. No. 14 :

BEFORE: HONORABLE DAN PELLEGRINI, President Judge
HONORABLE BERNARD L. McGINLEY, Judge (P.)
HONORABLE PATRICIA A. McCULLOUGH, Judge

OPINION NOT REPORTED

MEMORANDUM OPINION BY
PRESIDENT JUDGE PELLEGRINI

FILED: January 8, 2014

Oakbrook Fire Co. No. 14 Relief Association (Association) and its members, Randall Nein, Jackie Nein, Kathleen Frost, and David Glaser, who are also members of Oakbrook Fire Co. No. 14 (Fire Company), appeal the order of the Court of Common Pleas of Berks County (trial court) granting nonsuit in favor of the Fire Company and the Pennsylvania Office of Attorney General. We affirm.

The Association is a nonprofit corporation that owns property in the City of Reading (City), Berks County. Oakbrook is a fire company beneficial and relief association that was established to support a separate entity, the Fire Company, which was located next to it. The Fire Company ceased operations and

its Firehouse was decommissioned by the City in 2010. The Association has approximately 500 members and operates a private member social quarters, picnic grove, bar and restaurant. The Fire Company is also a nonprofit corporation and owns its property and the former firehouse situate thereon which is adjacent to the Association's property. The single-bay firehouse was constructed circa 1902 and includes a rear parking lot with 22 off-street parking spaces. The Association does not have off-street parking and uses the parking areas on the Fire Company's property for deliveries and member parking.

The Fire Company placed an advertisement in the Reading Eagle newspaper announcing a special meeting to be held on November 7, 2011, and posted notice on the Fire Company's bulletin board. This notice stated that a membership card was necessary to attend the meeting. In accordance with past practice and the notice, members wishing to attend the meeting were required to present a membership card or a dues receipt and at least one member, Kathleen Frost, was prevented from attending for her failure to present a card or receipt and she left without objection. No one objected when the meeting was called to order by President Scott Yeager (President) or to the transaction of business based on the inadequacy of notice. (Reproduced Record (R.R.) at 34a). The President turned the meeting over to Trustee Doug Folk (Trustee Folk) who explained that the purpose of the meeting was to determine what should be done with the firehouse since it is no longer a City firehouse. Trustee Folk explained that the structure is in need of major maintenance work, that it must be brought up to code, and that the Fire Company does not have the funds to do so. The Fire Company officers recommended that the property be put up for sale and the proceeds be given to a

fire-related charity such as the Burn Foundation. (*Id.*) The Fire Company officers also wanted to retain the Fire Company's charter for the members who are also members of the Association so that they can retain their death benefits. The floor was opened for discussion and Jackie Nein expressed her concerns over losing the use of the Fire Company's parking lot for the patrons of the Association's club next door and asked if the building could be kept until the monies ran out. Trustee Folk said that the money would not last long. A motion was made by Randy Ulrich and seconded by Richard Turner to obtain a realtor to appraise the property and place it on the market for sale, and to see if it could be divided for a parking lot for the Association's club. The motion carried and the meeting was adjourned. (*Id.*)

In an attempt to prevent the sale of the property, the Association filed a five-count complaint against the Fire Company in the trial court's Civil Division. In Count I, the Association alleged a breach of fiduciary duty and sought removal of the Fire Company's officers pursuant to Section 5726(c) of the Nonprofit Corporation Law of 1988 (Law).¹ In Count II, the Association sought the Fire Company's involuntary dissolution and court approval for the sale of its real estate

¹ 15 Pa. C.S. §5726(c). Section 5726(c) states:

(c) By the court.—The court may, upon petition of any member or director, remove from office any director in the case of fraudulent or dishonest acts, or gross abuse of authority or discretion with reference to the corporation, or for any other proper cause, and may bar from office any director so removed for a period prescribed by the court. The corporation shall be made a party to such action.

pursuant to Section 5981 of the Law.² In Count III, the Association sought the appointment of a custodian or receiver to dissolve the Fire Company, to wind up its affairs, and to sell its property pursuant to Sections 5764 and 5985 of the Law.³ In

² 15 Pa. C.S. §5981. Section 5981 states:

The court may, upon petition filed by a member or director of a nonprofit corporation, entertain proceedings for the involuntary winding up and dissolution of the corporation, when any of the following are made to appear:

(1) That the objects of the corporation have wholly failed; or are entirely abandoned, or that their accomplishment is impracticable.

(2) That the acts of the directors, or those in control of the corporation are illegal, oppressive, or fraudulent, and that it is beneficial to the interests of the members that the corporation be wound up and dissolved.

(3) That the corporate assets are being misapplied or wasted and that it is beneficial to the interests of the members that the corporation be wound up and dissolved.

(4) That the directors or other body are deadlocked in the management of the corporate affairs and the members are unable to break the deadlock, and that irreparable injury to the corporation is being suffered or is threatened by reason thereof.

³ 15 Pa. C.S. §§5764, 5985. Section 5764 states, in pertinent part:

(a) General rule.—The court, upon application of any member, may appoint one or more persons to be custodians of and for any nonprofit corporation when it is made to appear:

* * *

(2) that any of the conditions specified in section 5981 (relating to proceedings upon petition of member, etc.) exists with respect to the corporation.

(Footnote continued on next page...)

Count IV, the Association sought an accounting and an inspection of the Fire Company's corporate records pursuant to Section 5508(b) and (c) of the Law.⁴ In

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(b) Power and title of custodian.—A custodian appointed under this section shall have all the power and title of a receiver appointed under Subchapter G of Chapter 59 (relating to involuntary liquidation and dissolution), but the authority of the custodian shall be to continue the business of the corporation and not to liquidate its affairs and distribute its assets, except when the court shall otherwise order and except in cases arising under section 5981(1), (2) and (3) (relating to proceedings upon petition of member, etc.).

In turn, Section 5985 states, in pertinent part:

Upon a hearing, after such notice as the court may direct to be given to all parties to the proceeding, and to any other parties in interest designated by the court, the court may appoint a liquidating receiver with authority to collect the assets of the corporation. The liquidating receiver shall have authority, subject to the order of the court, to dispose of all or any part of the assets of the corporation wherever situated, either at public or private sale. The assets of the corporation, or the proceeds resulting from a disposition thereof, shall be applied to the expenses of the liquidation and to the payment of the liabilities of the corporation, and any remaining assets or proceeds shall be distributed by the court in the manner provided by section 5975(c) (relating to winding up and distribution). The court may direct that any or all of the provisions of Subchapter H (relating to post dissolution provision for liabilities) shall apply.... The court appointing the receiver shall have exclusive jurisdiction of the corporation and its property wherever situated.

⁴ 15 Pa. C.S. §5508(b), (c). Section 5508(b) and (c) provides:

(b) Right of inspection by a member.--Every member shall, upon written verified demand stating the purpose thereof, have a right to
(Footnote continued on next page...)

Count V, the Association sought to quiet title to the Fire Company's real property and the recognition of its prescriptive easement to use the Fire Company's rear parking lot for parking by its members.

The Association and four objecting members of the Association and the Fire Company, Randall Nein, Jackie Nein, Kathleen Frost, and David Glaser, had also filed an identical five-count complaint against the Fire Company in the

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examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the membership register, books and records of account, and records of the proceedings of the members, directors and any other body, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to the interest of the person as a member. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the member. The demand shall be directed to the corporation:

(1) at its registered office in this Commonwealth;

(2) at its principal place of business wherever situated; or

(3) in care of the person in charge of an actual business office of the corporation.

(c) Proceedings for the enforcement of inspection by a member.--If the corporation, or an officer or agent thereof, refuses to permit an inspection sought by a member or attorney or other agent acting for the member pursuant to subsection (b) or does not reply to the demand within five business days after the demand has been made, the member may apply to the court for an order to compel the inspection....

trial court's Orphans' Court Division. The Association and the objecting members asserted Counts I through IV, and the Association exclusively asserted Count V. The Attorney General's Office appeared as *parens patriae* and the trial court granted the Association's motion to consolidate the two actions into the one initiated in the Orphans' Court Division.

At the request of the Association, the trial court conducted a hearing on the limited issues of the validity of the November 7, 2011 special meeting and the existence of a prescriptive easement to the Fire Company's parking lot in favor of the Association. The Association presented the testimony of the Fire Company's Trustee Folk, as if on cross-examination; Felix Stacherski, the Association's President; Kathleen Frost, who was denied admission to the special meeting; and Jackie Nein, who spoke against the sale at the special meeting. (R.R. at 2a-16a). After the Association presented its case, the Fire Company and the Attorney General's Office moved for a nonsuit which the trial court granted. (*Id.* at 16a). The Association then filed this appeal.⁵

⁵ This Court's standard of review of the "entry of a compulsory nonsuit is to give the plaintiff the benefit of every fact and reasonable inference arising from the evidence; all conflicts in the evidence shall be resolved in favor of the plaintiff." *Berman Properties, Inc. v. Delaware County Board of Assessment and Appeals*, 658 A.2d 492, 494 (Pa. Cmwlth. 1992). This Court will uphold a compulsory nonsuit where "it is inconceivable, on any reasonable hypothesis, that a mind desiring solely to reach a just and proper conclusion in accordance with the relevant governing principles of law, after viewing the evidence in a light most favorable to the plaintiff, could determine the controlling issue in plaintiff's favor." *Stevens v. Department of Transportation*, 492 A.2d 490, 492 (Pa. Cmwlth. 1985).

I.

The Association first claims that the trial court erred in granting nonsuit as to Count V⁶ because it established that it had a prescriptive easement to use the firehouse for parking.⁷ However, the trial court properly determined that

⁶ In granting nonsuit as to Count V, the trial court explained:

As for the issue of the prescriptive easement, the Petitioners allege that the members of the Association have utilized the parking lot in an open, hostile and notorious way for a period in excess of twenty-one years. The president of the Association, who was a member since the late 1980's, testified that he used the Company's lot ever since he became a member, as did his father before him. He testified that he never asked permission and that he was never informed that he could not park there. He testified as to trucks using the lot to make deliveries to the Association. Petitioner Kathleen Frost testified that she was never told that she could not park on the lot. Company Trustee Folk testified that the Association was never given written permission to use the lot and was only recently banned from its use. There was also testimony that the Association's bar was closed for a period of time, but there was disagreement about how long ago and for how long, during which time the Association's members would not have been using the lot. While it is clear that the Association's members used the lot openly, there was insufficient testimony to support the allegation that the use was hostile, notorious or continuous. Until recently, the use may or may not have been with permission and there was no testimony that the use was defiant prior to the recent removal of obstacles placed in the lot's entrance by the Company. The Petitioners bore the burden of proof and did not meet it.

(Trial Court Opinion at 7).

⁷ A party asserting a prescriptive easement must present clear and positive proof. *Lewkowicz v. Blumish*, 442 Pa. 369, 371, 275 A.2d 69, 70 (1971). To acquire a prescriptive easement, the exercise of possession must be adverse, open, notorious, continuous and uninterrupted for at least a period of 21 years. *Id.*; *Gheres v. Falls Township*, 948 A.2d 249, 251 (Pa. Cmwlth. 2008) (citations omitted). A use based on permission is not adverse and cannot ripen into a prescription no matter how long the use may continue. *Id.* at 252 (citations omitted). **(Footnote continued on next page...)**

the Association did not obtain a prescriptive easement because it did not establish that the members' use of the Fire Company's parking lot was either hostile or adverse. Felix Stacherski, Kathleen Frost and Jackie Nein each testified that membership in the Fire Company was required before membership in the Association was possible. (R.R. at 9a, 11a, 12a). "Before the title of a landowner may be encumbered by an easement, the court must have clear proof that the prescriptive rights have been established by a user with hostile intent and not through indulgence, permission or mutual accommodation. The use of this driveway began and continued as a result of friendly and accommodating permission of appellants." *Stevenson v. Williams*, 145 A.2d 734, 736-37 (Pa. Super. 1958). Because the Association's members were clearly permitted to use the Fire Company's parking lot over the years as members of the Fire Company based on their common membership in both organizations, the use of the lot for parking did not satisfy the requirement that the use was hostile or adverse.

II.

The Association's members also claim that the trial court erred in granting nonsuit as to Counts I through IV in their derivative action because they

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The issue of whether a prescriptive easement is acquired is a question of fact for the fact-finder. *Id.* Likewise, whether a use is adverse or permissive is a question of fact. *Id.* The trial court's findings in this regard will not be disturbed on appeal if supported by adequate evidence. *Lewkowitz*, 442 Pa. at 371, 275 A.2d at 70. Moreover, to meet the burden of proving an easement by prescription, a plaintiff must rely on the strength of his or her own title or other legal right to property and not upon the purported weakness of title or legal right of the defendants. *Sprankle v. Burns*, 675 A.2d 1287, 1289 (Pa. Super.), *appeal denied*, 546 Pa. 683, 686 A.2d 1312 (1996).

demonstrated a breach of fiduciary duty. The members first claim⁸ that the trial court erred in finding that no fiduciary breach occurred because the notice of the special meeting, by posting and publication, violated Section 5702(a) of the Law⁹ and the Fire Company's bylaws. While it is true that Section 5702(a) and the Fire Company's bylaws do not provide for notice by publication, Article IV, Section 2 of the bylaws provides that notice of special meetings must be posted on the Fire Company's bulletin board at least 24 hours prior to the meeting. (R.R. at 24a). Trustee Folk testified that notice was posted on the bulletin board in the firehouse as required by the bylaws, (*id.* at 5a), but that notice was also published in the Reading Eagle as in past practice with the Fire Company. (*Id.* at 5a-6a). In fact, Jackie Nein testified that she learned of the November 7, 2011 special meeting

⁸ Additional claims raised in the Argument portion of Brief for Appellants will not be addressed to the extent that they are not fairly comprised in the Statement of Questions Presented portion of the brief. Pa. R.A.P. 2116(a); *Coraluzzi v. Commonwealth*, 524 A.2d 540 (Pa. Cmwlth. 1987).

⁹ 15 Pa. C.S. §5702(a). Section 5702(a) states, in pertinent part:

Whenever written notice is required to be given to any person under the provisions of this subpart or by the ... bylaws of any nonprofit corporation, it may be given to the person either personally or by sending a copy thereof by first class or express mail, ... or by telegram ... telex or TWX ...or by facsimile transmission, to his address ... appearing on the books of the corporation....

However, Section 5701(2) of the Law provides that “[t]he provisions of this subchapter shall apply to every nonprofit corporation unless otherwise restricted ... in the bylaws.” 15 Pa. C.S. §5701(2). As a result, the Fire Company was free to provide for notice by posting on the bulletin board of the Firehouse in its bylaws rather than by personal notice, mailing, or transmission, as provided in Section 5702(a).

through the newspaper. (*Id.* at 12a). Because the Board gave notice in accord with the Fire Company's bylaws, the fact they gave additional notice is irrelevant.

III.

The objecting members also argue that because the purpose of the special meeting was to determine what to do with the firehouse property, the sole asset of the Fire Company, the sale constitutes a fundamental change under Section 5930 of the Law¹⁰ and the procedures for a voluntary dissolution and winding-up of

¹⁰ 15 Pa. C.S. §5930. Section 5930 provides, in pertinent part:

(a) General rule.—A nonprofit corporation shall not sell ... all, or substantially, its property and assets, ... unless and until a plan of sale ... with respect thereto shall have been adopted by the corporation in the manner provided in the subchapter with respect to the adoption of a plan of merger. In order to make effective any plan of sale ... of assets so adopted it shall not be necessary to file any articles or other document in the Department of State, but the corporation shall comply with the requirements of section 5547(b) (relating to nondiversion of certain property).

(b) Exceptions.—Subsection (a) of this section shall not apply to a sale ... of all, or substantially all, the property and assets of a corporation when made in connection with the dissolution or liquidation of the corporation. Such a transaction shall be governed by the provisions of Subchapter F (relating to voluntary dissolution and winding up) or Subchapter G (relating to involuntary liquidation and dissolution) as the case may be.

In turn, Section 5547(b) states:

(b) Nondiversion of certain property.—Property committed to charitable purposes shall not, by any proceeding under Chapter 59 (relating to fundamental changes) or otherwise, be diverted from the objects to which it was donated, granted or devised, unless and until the board of directors or other body obtains from the court an

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the corporation outlined in Subchapter F of Chapter 59 of the Law must be followed. However, as the minutes of the November 7, 2001 special meeting explain:

Trustee Doug Folk, ... explained [the] purpose of the meeting which was to determine what we should do with our building since we are no longer a city firehouse, now that engine #14 has been permanently moved to the new quarters on Lancaster Ave. Trustee Folk went on to further explain that our building is in need of major maintenance work, and now that it is a private[ly] owned building, and not a city station it must be brought up to meet all required codes, which the Co. does not have the funds to comply with.

The Co. officers recommend that we acquire a lawyer, and obtain a realtor and place the property up for sale. We have already contacted our Co. Lawyer, and have been told that any money from the sale of the building must be donated to a fire related organization, such as the burn foundation. We would also like to retain our Co. charter for our members who are also members of the [Association] so that they may retain their death benefits.

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order under 20 Pa. C.S. Ch. 77 Subch. D (relating to creation, validity, modification and termination of trust) specifying the disposition of the property.

15 Pa. C.S. §5547(b). Finally, with respect to the adoption of a plan of merger or consolidation, Section 5922(d) provides that “[e]xcept where the corporation has no members entitled to vote thereon, the board of directors or other body shall direct that the plan be submitted to a vote of the members entitled to vote thereon at a regular or special meeting of the members.”

(R.R. at 34a). Contrary to the objecting members' assertions, the foregoing shows that the Fire Company's officers intended to retain the corporate charter and not voluntarily dissolve the corporation so that its members who are also Association members could retain their death benefits, and that they did not intend to divert the proceeds of the sale of the firehouse but, rather, to use them for a charitable purpose related to the Fire Company's mission. (*Id.*).

IV.

The objecting members next claim that the trial court erred in finding that no fiduciary breach occurred because members in good standing were improperly barred and disenfranchised in violation of Section 5758(a) of the Law¹¹ and the Fire Company's bylaws because they could not produce proof of membership. However, contrary to the members' assertion, voting rights in the Fire Company are not absolute. Article III, Section 1 of the bylaws states:

It shall be the duty of each member of this Company to attend at least three (3) regular stated meetings other than

¹¹ 15 Pa. C.S. §5758(a). Section 5758(a) provides that “[u]nless otherwise provided in a bylaw adopted by the members, every member of a nonprofit corporation shall be entitled to one vote.” In addition, Section 5758(e) states, in relevant part:

(e) Voting lists.—Upon request of a member, the books or records of membership shall be produced at any regular or special meeting of the corporation. If at any meeting the right of a person to vote is challenged, the presiding officer shall require the books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by the books or records to be members entitled to vote may vote....

15 Pa. C.S. §5758(e).

that held on the night of election during each year. Neglect of this duty shall debar such member or members from the right to vote for the officers of the Company or for any officers of the Department and shall not be eligible to be nominated for an elective office of the Company.

(R.R. at 24a). Article III, Section 2 states that “[i]t shall be the duty of each member, including officers, to sign the roll book, furnished by the Recording Secretary, prior to the meeting.” (*Id.*)¹² While the foregoing provision only debars certain members from voting in elections, it imposes an affirmative duty upon all members to attend three meetings annually and to sign the roll book when they attend. (*Id.*).

Felix Stacherski testified that he was not present and was not excluded from the November 7, 2011 special meeting. (R.R. at 10a). Kathleen Frost testified that while she had been a member of the Fire Company since somewhere between 1990 and 1995, she had never attended a Fire Company meeting prior to the November 7, 2011 special meeting and that she was excluded because she could not produce a membership card. (*Id.* at 11a-12a). Trustee Folk testified that it was past practice with any other Fire Company meeting to require proof of membership and that he did not know whether or not Kathleen Frost was a member in good standing when she was asked to leave the special meeting. (*Id.* at 6a).

¹² In addition, Article XXX, Section 4 provides, in pertinent part, that “[a]ny member ... for any neglect of duty for which a penalty is not prescribed, shall incur a fine of not less than fifty cents (.50) or not more than one dollar (\$1.00), at the discretion of the President.” (R.R. at 30a).

Jackie Nein testified that while she had been a member of the Fire Company since 1984 or 1986, she had attended maybe two meetings prior to the November 7, 2011 special meeting and that she was not excluded because she showed proof that she was paid up as a beneficial member. (*Id.* at 12a-13a). She could not remember if she asked that the membership roll be produced and she testified that the sale of the firehouse never came up for a vote at the special meeting. (*Id.* at 13a, 14a). She stated that six or seven people at the Association were excluded from the special meeting, but that she only saw Trustee Folk turn away only one person who walked over to the firehouse to attend the meeting. (*Id.* at 15a-16a).

Nevertheless, as the trial court correctly noted:

To the extent that members were turned away from the meeting, there appears to have been a violation of Section 5758(a); however, other than the [members]' allegation in their Petition at paragraph 44, that the officers of the Company "refused" to produce membership records, there is no allegation in the Complaint nor was there testimony that any member requested to review the membership records or challenged the determination that they should be turned away from the meeting and not be permitted to vote. Even [] Jackie Nein, who was allowed to attend the meeting, testified that she only asked why the other members of the Association were not allowed to attend the meeting and did not object to the transaction of business or to the decision to turn these other members away. Assuming *arguendo* that the individual [members] as well as the four individuals named in paragraph 28 of the Petition should have been permitted to attend the meeting and vote and, further, that they voted against the selling of the property, their eight votes would nevertheless have been the minority position.

(Trial Court Opinion at 3-4). Based on the foregoing, we do not discern any trial court error in this regard.

Coupled with this argument is the objecting members' claim that the trial court erred in finding that no fiduciary breach occurred because the voluntary dissolution and winding-up provisions of Sections 5971 through 5980 of the Law¹³ were not followed. Again, as outlined above, the Fire Company's officers did not intend to dissolve and wind-up the nonprofit corporation, but to keep the charter so that its members who are also Association member could retain their death benefits. (R.R. at 34a).

V.

Finally, the objecting members claim that the trial court erred in finding that no fiduciary breach occurred because the special meeting lacked a sufficient quorum to conduct business in violation of Section 5756(a) of the Law¹⁴ and the Fire Company's bylaws. However, Article IV, Section 2 of the bylaws states that 11 members shall constitute a quorum for special meetings. (R.R. at 24a). Trustee Folk testified as to the seven officers that were present at the November 7, 2011 special meeting, (*id.* at 6a), and Jackie Nein testified that there were five or six people present other than the officers. (*Id.* at 12a). As a result, the

¹³ 15 Pa. C.S. §§5971-5980.

¹⁴ 15 Pa. C.S. §5756(a). Section 5756(a) states, in pertinent part, that “[a] meeting of members of a nonprofit corporation duly called shall not be organized for the transaction for business unless a quorum is present....”

trial court did not err in determining that a quorum was present at the November 7, 2011 special meeting.

In sum, the trial court did not err in determining that the Fire Company's officers did not breach their fiduciary duties under the Law and the bylaws and in granting the instant nonsuit in favor of the Fire Company and the Pennsylvania Office of Attorney General. *See, e.g., Loveless v. Pocono Forest Sportsman Club, Inc.*, 972 A.2d 572, 575 (Pa. Cmwlth.), *appeal denied*, 603 Pa. 697, 983 A.2d 730 (2009) (“With respect to the conduct of the board, Plaintiff alleges that holding meetings without a quorum, self-dealing by officers and using mail-in ballots constitutes fraud and/or illegal conduct. However, after careful review of the witnesses’ testimony, we agree with the trial court that the record does not indicate any conduct that rises to the level of fraud or dishonesty.”); *Mulrine v. Pocono Highland Community Association*, 616 A.2d 188, 190 (Pa. Cmwlth. 1992) (“It is a well-established legal principle that courts should not substitute their judgment for that of the directors of a corporation and will not interfere with the internal management of the corporation unless the acts complained of constitute fraud, bad faith or gross mismanagement or are unlawful or ultra vires.”) (citation omitted).¹⁵

¹⁵ *See also* Section 5726(c) of the Law, 15 Pa. C.S. §5726(c) (a court may only remove a director from office on petition by a member or director “in case of fraudulent or dishonest acts, or gross abuse of authority or discretion with reference to the corporation....”).

Accordingly, the trial court's order granting nonsuit is affirmed.

DAN PELLEGRINI, President Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Oakbrook Fire Co. No. 14 Relief	:
Association, Randall Nein, Jackie	:
Nein, Kathleen Frost, and David	:
Glaser,	:
Appellants	:
	:
v.	: No. 1121 C.D. 2013
	:
Oakbrook Fire Co. No. 14	:

ORDER

AND NOW, this 8th day of January, 2014, the order of the Court of Common Pleas of Berks County dated June 6, 2013, at No. 82855 granting nonsuit, is affirmed.

DAN PELLEGRINI, President Judge