

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

DONALD J. ROSSI, TRUSTEE OF THE : IN THE SUPERIOR COURT OF
DONALD J. ROSSI REVOCABLE : PENNSYLVANIA
DECLARATION OF TRUST DATED MAY :
29, 2009, AS AMENDED, ET AL. :

v. :

MICHAEL J. ROSSI AND THE JAMES D. :
ROSSI REVOCABLE TRUST DATED :
MARCH 23, 2023 :

No. 1265 WDA 2025

APPEAL OF: MICHAEL J. ROSSI :

Appeal from the Order Entered September 10, 2025
In the Court of Common Pleas of Westmoreland County Civil Division at
No(s): No. 1354 of 2025

BEFORE: BOWES, J., OLSON, J., and BENDER, P.J.E.

MEMORANDUM BY BOWES, J.:

FILED: September 15, 2026

Michael J. Rossi appeals from the order entered in favor of Donald J. Rossi, Mary Lou Rossi, Jeffery Rossi, Adrian Rossi, Blake Rossi, and their respectively named individual trusts (collectively, "Appellees").¹ We affirm.

We glean the following history from the certified record. In 1967, Donald and his wife, Mary Lou, founded Westmoreland Mechanical Testing & Research, Inc. ("WMTR"), a Pennsylvania company, primarily testing materials used in the aerospace industry. As the company grew, Donald and Mary Lou

¹ Due to the fact that the parties share the same last name, we refer to them individually by first name.

created and owned voting stock in WMTR. Donald was also the company's president. The couple had two sons, Michael and James, who were both employed by WMTR beginning in 1982. The parents periodically gifted some of their shares of WMTR stock to Michael and James, and in 2009, Donald and Mary Lou created a new class of non-voting shares at a ratio of nine non-voting shares per voting share. A few years thereafter, Donald, Mary Lou, Michael, and James entered into a Shareholders Agreement ("Agreement") to "establish buy-out procedures for the Shareholders' Shares upon the occurrence of certain events that are fair and equitable to all of the parties." Agreement, 12/23/14, at 2.² When the Agreement was drafted, Michael and James each owned thirty-two percent of WMTR's voting shares and eighty percent of the non-voting shares, while Donald and Mary Lou collectively owned the remaining thirty-six percent of the voting shares and twenty percent of the non-voting shares. One of the stated goals of the Agreement was to "provide for continuity of management of [WMTR] and to restrict the transfer of Shares to outside parties." *Id.* at 2.

Paragraph 1 of the Agreement set out the general provision that any transfer of stock must garner the consent of all other shareholders. *Id.* at ¶ 1. Transfers between certain family members, however, were specifically addressed in Paragraph 2. The Agreement defined the "MJ Rossi Family

² The Agreement can be found in the record attached as Exhibit 1 to Appellees' complaint.

Group” as “Michael J. Rossi and his permitted transferees,” and the “JD Rossi Family Group” as “James D. Rossi and his permitted transferees.” **Id.** at 1. A “Family Group” referred to “either or both of the MJ Rossi Family Group or the JD Rossi Family Group, as the context so require[d].” **Id.** at 2. It also defined “Shares” as “all of the issued and outstanding shares of capital stock of [WMTR].” **Id.**

The “permitted transferees” were outlined as follows. **Id.** at ¶ 2. The MJ Rossi Family Group could make unlimited *inter vivos* or testamentary transfers of shares, “whether by sale, gift, bequest or otherwise,” to their descendants, any family member of that group, or a qualifying trust. **Id.** The same was applicable within the JD Rossi Family Group. Donald and Mary Lou were also able to freely transfer their shares to each other, their descendants, or a qualifying trust. Such trust was defined as “an *inter vivos* or testamentary trust established by a Shareholder for the exclusive benefit of one or more members of a class consisting of such grantor Shareholder, his or her spouse . . . and descendants and to any other Shareholder within such grantor’s Family Group.” **Id.** at ¶ 2(b). Finally, it provided that “[n]othing contained in this Agreement shall prohibit or restrict a disposition of Shares between Michael J. Rossi and James D. Rossi.” **Id.**

Paragraph 3 addressed the sale of shares outside of the Family Groups, and stated that:

If a Shareholder wishe[d] to sell all or any part of his or her Shares pursuant to a bona fide written offer from a third party who is not

a permitted transferee (any such offer being referred to as a "Bona Fide Offer"), [WMTR] and the non-selling Shareholders shall successively have a right of first and second refusal to purchase all of the Shares proposed to be sold by the selling Shareholder at the same price and on the same other terms and conditions as contained in the Bona Fide Offer.

Id. at ¶ 3. A selling shareholder was required to give notice to WMTR and the other shareholders of its offer, the number and type of shares presented, and the selling price. **Id.**

Any sale of shares to anyone who was not a permitted transferee was subject to the following "preference rights." **Id.** WMTR had thirty days from the date of the selling shareholder's notice of sale to exercise a right of first refusal. **Id.** at ¶ 3(a). However, "if the selling Shareholder is a member of a Family Group, such selling Shareholder's parent who is a permitted transferee of such Family Group shall have first preference to purchase all Shares being offered or to assign such preference rights in whole or in part to one or more of said parent's other children." **Id.** If the parent was not then living, "the adult sibling Shareholders of such selling Shareholder shall be granted such preference rights to proportionately purchase the Shares so offered, or in such other proportion as such siblings may mutually agree (such preference holders are hereinafter collectively referred to as the 'Family Preference Holders')." **Id.**

Where WMTR and the Family Preference Holders failed to exercise their right of first refusal:

[T]he other non-selling Shareholders shall each have the right to proportionately purchase the selling Shareholder's remaining Shares being offered, determined by dividing the total number of the Shares owned by each Shareholder so entitled to purchase under this subparagraph by the total number of Shares owned by all such Shareholders so entitled to purchase.

Id. at ¶ 3(b).

Finally, Paragraph 4 governed the distribution of shares following the death of a shareholder, upon which a "put option" would be created "in favor of the personal representative of the deceased Shareholder's estate (the 'Personal Representative') to sell all or a portion of the decedent's Shares to [WMTR] in accordance with this Paragraph." **Id.** at ¶ 4. The option expired nine months thereafter. **Id.** The term "Personal Representative" also referred to "the trustee(s) of an *inter vivos* revocable qualifying trust created as a will substitute of a deceased grantor-Shareholder and holding the Shares of such deceased Shareholder." **Id.**

If the Personal Representative exercised the put option, "some or all of the members of the deceased Shareholder's Family Group (collectively, the 'Participating Family Members') may elect to participate in such sale on the same terms and conditions with respect to all or a portion of the Shares owned by them[.]" **Id.** However, "[i]n lieu of [WMTR] redeeming such Shares, the Shareholders who are non-Participating Family Members of such Family Group may elect to purchase all of the Shares put to [WMTR] by the Personal Representative and the Participating Family Members on the same terms and conditions as provided herein." **Id.** In that scenario, "each such electing

Shareholder [has] the right to proportionately purchase the available Shares or in such other proportion as they may mutually agree.” ***Id.***

In the years following the creation of the Agreement, Donald gifted a substantial portion of his shares to Michael’s sons, Jeffery, Adrian, and Blake. By the end of 2020, Michael and James retained their respective thirty-two percent of voting shares and forty-percent of non-voting shares, while Appellees, including Donald, Mary Lou, Jeffrey, Adrian, and Blake, collectively owned thirty-six percent of the voting shares and twenty percent of the non-voting shares. Donald remained president of WMTR, and the company’s board of directors consisted of Donald, Mary Lou, Michael, and James.

In 2023, however, James died, giving rise to the issues now before this Court. James’s voting and non-voting shares in WMTR were transferred to the James D. Rossi Revocable Trust (“JDR Trust”). Pursuant to Paragraph 4, James’s wife, the personal representative of the JDR Trust, was vested with the option to “put” the shares to WMTR for redemption. ***See id.*** at ¶ 4. Donald provided a term sheet to James’s wife, outlining the value of James’s shares at \$7,345,500.00. The option expired nine months later, in December 2023, when she did not exercise it, leaving the JDR Trust as the owner of James’s shares. In that role, the JDR Trust gifted one voting share to James’s son, D.J. Rossi, as he was a member of the JD Rossi Family Group.

The management structure of WMTR also transformed during this time. James’s seat on the board of directors was eliminated, leaving Donald, Mary

Lou, and Michael. A majority of the shareholders, including Michael, the JDR Trust, and D.J., then elected Michael and D.J. to take over two of the three board seats. The remaining seat was filled by Jeffrey, after Appellees created a voting trust with Jeffrey as trustee. During a shareholder meeting in December 2024, Michael was voted as president to replace Donald. The board further discussed the purchase of the JDR Trust's shares. Appellees previously negotiated unsuccessfully with the JDR Trust to purchase the shares, while Michael eventually began to make progress on his own separate discussions, and provided notice to the other shareholders that he proposed to buy sixty-four percent of the voting shares.

Since Michael was not part of the JD Rossi Family Group, and James was deceased, Michael's offer to purchase the shares from the JDR Trust was considered an offer from a third party, triggering the provisions in Paragraph 3. **See** Agreement, 12/23/14, at ¶ 2 (defining a "permitted transferee" as any member within a Family Group, or a transfer between Michael and James); **Id.** at ¶ 3 (governing scenarios where "a Shareholder wishe[d] to sell all or any part of his or her Shares pursuant to a bona fide written offer from a third party who is not a permitted transferee"). Therefore, WMTR had the right of first refusal to purchase the shares from the JDR Trust on the same terms and conditions offered by Michael. **See id.** at ¶ 3(a).

At the shareholder's meeting, based upon a two-to-one vote, with Michael and D.J. in favor and Appellees opposed, WMTR exercised its right to

purchase the JDR Trust's non-voting shares. However, it elected not to purchase the voting shares, activating the other non-selling shareholders' right of second refusal "to proportionately purchase the selling shareholder's remaining shares being offered, determined by dividing the total number of the shares owned by each shareholder so entitled to purchase under this subparagraph by the total number of shares owned by all such shareholders so entitled to purchase." **Id.** at ¶ 3(b) (cleaned up). Paragraph 8 of the Agreement defined "proportionately purchase" as follows:

8. PRO-RATA PURCHASE OF VOTING AND NON-VOTING SHARES.

The right of non-selling shareholders to "proportionately" purchase shares under this Agreement shall be separately determined with respect to voting and non-voting shares offered for sale. Neither [WMTR] nor any shareholder may elect to purchase voting shares without a corresponding obligation to purchase a proportionate number of non-voting shares offered by the selling shareholder, unless otherwise mutually agreed to by the purchasing shareholders.

Id. at ¶ 8 (cleaned up).

Michael interpreted these provisions to mean that his right to purchase shares, whether voting or non-voting, must be calculated by dividing the total number of his voting and non-voting shares by the number of voting and non-voting shares owned by the other shareholders. The percentage of the shareholder's total company ownership would therefore be applied to determine the proportion of shares he would be entitled to purchase. Pursuant to his interpretation, Michael would have been permitted to purchase sixty-four percent of the JDR Trust's voting shares, and thus obtain the majority of

the voting shares of WMTR. Appellees, on the other hand, understood the formula to include only the number of voting shares a shareholder owned, since the JDR Trust was only offering voting shares, divided by the number of voting shares the remaining shareholders owned. According to Appellees' equation, Michael would have been entitled to purchase forty-seven percent of the JDR Trust's voting shares, and the relative ratio of ownership of voting and non-voting shares retained by him and Appellees would remain consistent with the proportion of ownership prior to James's death. Michael proceeded with his offer to purchase sixty-four percent of the JDR Trust's voting shares.

After an unsuccessful mediation, which was initiated pursuant to the dispute resolution term of the Agreement, Appellees filed a complaint in the trial court seeking one count for declaratory judgment and one count for specific performance consistent with their interpretation of the Agreement. Namely, they requested the court to confirm that Michael was entitled only to purchase forty-seven percent of the JDR Trust's voting shares. Michael filed an answer and counterclaim seeking a declaratory judgment and specific performance according to his understanding of the Agreement, *i.e.*, asking the court to declare that he was eligible to purchase sixty-four percent of the shares. Both parties also filed cross-motions for judgment on the pleadings and presented oral arguments. After taking the matter under advisement, the court entered an order and opinion granting Appellees' motion. Specifically, it concluded that the right of a shareholder to proportionately purchase the

JDR Trust's voting shares must be calculated based upon the number of the purchasing shareholder's voting shares divided by the amount of voting shares owned by other non-selling shareholders.

Michael filed a timely appeal, and both he and the trial court complied with their respective Pa.R.A.P. 1925 obligations. In his brief, Michael raises a verbose question for our review. **See** Michael's brief at 3-4. At bottom, he challenges whether the court erred in determining that the number of voting shares he was entitled to purchase from the JDR Trust should have been calculated, pursuant to Paragraphs 3(b) and 8 of the Agreement, based only upon how many voting shares he owned relative to the number of voting shares of the remaining non-selling shareholders, without consideration of his ownership of non-voting shares. **See** Michael's brief at 3-4.

We begin our analysis with a review of the applicable legal principles:

When we review the grant of judgment on the pleadings, we apply the same standard applied by the trial court. The grant is proper only when there are no disputed issues of fact and the moving party is entitled to judgment as a matter of law. In making that determination, we confine our review to the pleadings and documents properly attached thereto. Accordingly, we must accept as true all well-pleaded statements of fact, admissions, and any documents properly attached to the pleadings presented by the party against whom the motion is filed, considering only those facts which were specifically admitted.

Front St. Dev. Associates, L.P. v. Conestoga Bank, 161 A.3d 302, 307 (Pa.Super. 2017) (cleaned up).

Michael's issue requires this Court to interpret the Agreement, which is a question of law subject to a *de novo* standard of review. **See Gen.**

Refractories Co. v. Ins. Co. of N.A., 906 A.2d 610, 612 (Pa.Super. 2006).

We have explained that when “interpreting the language of a contract, we attempt to ascertain the intent of the parties and give it effect.” ***LJL Transp., Inc. v. Pilot Air Freight Corp.***, 962 A.2d 639, 647 (Pa. 2009). If the terms of an agreement are “clear and unambiguous, the intent of the parties is to be ascertained from the language used in the agreement, which will be given its commonly accepted and plain meaning.” ***Id.*** (cleaned up).

Contract language is unambiguous when “it can be determined without any other guide than knowledge of the simple facts on which its meaning depends.” ***Neducsin v. Caplan***, 121 A.3d 498, 507 (Pa.Super. 2015) (citation omitted). Further, “a mere disagreement between the parties regarding the proper construction of the language does not render the contract ambiguous.” ***Id.*** (citation omitted). The contract must be construed “only as written,” without “modify[ing] the plain meaning under the guise of interpretation.” ***Front St. Dev. Associates***, 161 A.3d at 310 (cleaned up).

A contract should be read as a whole, thereby giving effect to all its provisions and not interpreting “one provision of a contract in a manner which results in another portion being annulled.” ***Commonwealth by Shapiro v. UPMC***, 208 A.3d 898, 911 (Pa.Super. 2019) (cleaned up). Contracts should not be interpreted in a way that leads to an absurdity or makes the contract ineffective to accomplish its purpose when an interpretation exists that “will effectuate the reasonable result intended.” ***Binswanger of Pennsylvania,***

Inc. v. TSG Real Estate LLC, 217 A.3d 256, 262 (Pa.Super. 2019) (citation omitted). Finally, “our rules of interpretation do not permit words in a contract to be treated as surplusage if any reasonable meaning consistent with the other parts can be given to it.” ***Clarke v. MMG Ins. Co.***, 100 A.3d 271, 276 (Pa.Super. 2014) (citation omitted).

To reiterate, the clauses at issue in the Agreement state as follows:

[(3.)](b) Right of Second Refusal. To the extent [WMTR] and/or Family Preference Holders fail to timely exercise the right of first refusal with respect to all of the selling Shareholder’s Shares being offered, the other non-selling Shareholders shall each have the right to proportionately purchase the selling Shareholder’s remaining Shares being offered, determined by dividing the total number of the Shares owned by each Shareholder so entitled to purchase under this subparagraph by the total number of Shares owned by all such Shareholders so entitled to purchase.

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8. PRO-RATA PURCHASE OF VOTING AND NON-VOTING SHARES. The right of non-selling Shareholders to “proportionately” purchase Shares under this Agreement shall be separately determined with respect to voting and non-voting Shares offered for sale. Neither [WMTR] nor any Shareholder may elect to purchase voting Shares without a corresponding obligation to purchase a proportionate number of non-voting Shares offered by the selling Shareholder, unless otherwise mutually agreed to by the purchasing Shareholders.

Agreement, 12/23/14, at ¶¶ 3(b), 8 (cleaned up).

In its Rule 1925(a) opinion, the trial court explained that:

Reading [Paragraph] 3(b) and [Paragraph] 8 together requires that the definition of “proportionately” be utilized in the same manner in both sections. [Paragraph] 8 plainly states that where purchases are to be made “proportionately,” the shareholders’ rights must be “separately determined with respect to voting and non-voting shares offered for sale.” Under 3(b), purchasers have

the right to “proportionately” purchase the shares for sale, which in this case are only voting shares.

Trial Court Opinion, 12/2/25, at 3 (some capitalization altered). It concluded that “the only interpretation that gives any weight or meaning to the first sentence of [Paragraph] 8 is that the Shares purchased under [Paragraph] 3(b) are to be separately determined based on the proportion of the type of Share for sale.” **Id.** at 4. In the case *sub judice*, since only voting shares were up for sale, a purchasing shareholder’s right to purchase those shares must be calculated based upon the shareholder’s relative ownership of voting shares. **Id.** The court opined that Appellees’ “proffered interpretation of the contract is the only interpretation that would maintain current voting share ratios, directly ensuring continuity of management as it existed prior to the death of James,” and accurately represented the intent of the parties in drafting the Agreement. **Id.** at 6.

Michael avers that the court “used a strained construction of Paragraph 8 to annul the formula in Paragraph 3(b) and rewrite the express definition of ‘Shares’ that the [p]arties set forth in the . . . Agreement” and “imposed a novel requirement that Shareholders’ voting interests be maintained in the same ratios, overriding the [p]arties’ express intent, and reaching a judgment with no basis in the Agreement.” Michael’s brief at 20. Michael points out that the term “Shares” is defined in the preamble of the Agreement as “all of the issued and outstanding Shares of capital stock of” WMTR, including voting and non-voting shares. **Id.** at 24. Pursuant to that

definition, therefore, he claims that the formula outlined in Paragraph 3(b) is “the total number of the Shares owned’ by each individual buyer acting as the numerator, and the ‘total number of Shares owned by all such Shareholders so entitled to purchase’ acting as the denominator,” including both voting and non-voting shares. **Id.** at 22 (quoting Agreement, 12/23/14, at ¶ 3(b)). In his view, “nothing in the . . . Agreement alters that formula depending on the types of Shares for sale.” **Id.**

As to the interplay between Paragraphs 3(b) and 8, Michael argues that when both voting and non-voting shares are offered for purchase, Paragraph 8 “requires applying the result of th[e] formula twice—once to any voting shares offered for sale, and once for any non-voting shares offered for sale.” **Id.** at 27 (cleaned up). Thus, he explains, “[t]he second sentence of Paragraph 8 . . . obligates each purchaser to buy the same proportionate number of voting and non-voting shares when both are for sale.” **Id.** at 28 (cleaned up). In essence, he argues that Paragraph 3(b) calculates “a single percentage for each buyer,” while Paragraph 8 “requires applying that percentage separately when voting and non-voting Shares are offered for sale—which is not the case here.” **Id.** at 33-34. According to Michael’s interpretation, if both voting and non-voting shares had been offered for sale, he would have been entitled to purchase sixty-four percent of each kind, calculated pursuant to his overall ownership of the company. **Id.** Michael

maintains, however, that Paragraph 8 is not superfluous merely because it does not apply to this case where only voting shares were for sale. **Id.** at 34.

Michael further proclaims that the trial court erred in adopting Appellees' interpretation to maintain the same ratios of ownership of voting and non-voting shares prior to James's death. **Id.** at 39. He asserts that the court incorrectly relied upon the "Whereas" clause of the Agreement, which stated "the Shareholders['] desire to establish buy-out procedures for their Shares upon the occurrence of certain events that are fair and equitable to all of the parties." **Id.** (citing Agreement, 12/23/14, at 2). The court's wish to maintain the status quo, Michael claims, "has no basis in the . . . Agreement itself, Pennsylvania law, or the [p]arties' course of performance." **Id.** at 39-40. He avers that the Agreement has no provision prohibiting him from obtaining a majority share of the company, and in fact the Agreement envisioned that scenario considering it permitted Michael and James to freely transfer their shares to one another. **Id.** at 41-42.

To begin, we note that the language of the Agreement is unambiguous and may be "determined without any other guide than knowledge of the simple facts on which its meaning depends." **Neducsin**, 121 A.3d at 507. Michael and Appellees' mere disagreement as to the meaning of certain provisions does not render the contract ambiguous. **Id.** Therefore, the intent of both parties must be determined by examining the commonly accepted and

plain meaning of the terms of the Agreement. **See *LJL Transp., Inc.***, 962 A.2d at 647-48.

When the JDR Trust wished to sell its voting shares to Michael, WMTR had the right of first refusal, which it did not exercise, granting a right of second refusal to the remaining non-selling shareholders. Their “right to proportionately purchase” those shares under Paragraph 3(b) was qualified by Paragraph 8, the first sentence of which stated that “the right of non-selling shareholders to ‘proportionately’ purchase Shares under this Agreement shall be separately determined with respect to voting and non-voting Shares offered for sale.” Agreement, 12/23/14, at ¶ 8. When read in *pari materia*, the effect of these provisions is the formula proffered by Appellees. That is, the right to proportionately purchase the JDR Trust’s shares, specifically, its voting shares, must be determined by dividing the number of the purchasing shareholder’s voting shares by the number of voting shares owned by all non-selling shareholders. Had there been any non-voting stock for sale, the shareholder would have been obligated to purchase a proportionate number of non-voting shares, calculated separately by dividing the shareholder’s number of non-voting shares by the total number of non-voting shares owned by the non-selling shareholders. In this manner, the relative ownership of voting and non-voting stock remains consistent, following the express intent of the Agreement to ensure “continuity of management” and a “fair and equitable” outcome. **See** Agreement, 12/23/14, at 2.

To interpret the Agreement as Michael asks this Court to do would render the first sentence of Paragraph 8 surplusage, as his formula is completely incompatible with the requirement that “[t]he right of non-selling shareholders to ‘proportionately’ purchase shares under this Agreement shall be **separately** determined with respect to voting and non-voting shares offered for sale.” Agreement, 12/23/14, at ¶ 8 (emphasis added). Under Michael’s interpretation, the same percentage would be applied regardless of which type of stock is offered for sale, and only the second sentence of Paragraph 8, requiring that a shareholder “purchase a proportionate non-voting Shares” when both non-voting and voting shares are offered for sale, would be necessary. *Id.*

Moreover, pursuant to Michael’s interpretation, the remaining stockholders’ interest in the company would be diluted in contravention of the express intent of the Agreement to guarantee “continuity of management.” Agreement, 12/23/14, at 2. Immediately prior to James’s death, he and Michael each held thirty-two percent of WMTR’s voting shares, while Appellees collectively held thirty-six percent. Accordingly, no individual owned the majority share of the company, but Appellees’ combined voting power has always been greater than that of Michael. While it is true that the Agreement allowed Michael and James to freely transfer their shares to one another, when James died, that right was eliminated, and James had never transferred his stock to Michael while alive. Upon his death, the remaining provisions of the

Agreement set forth governing principles to keep the ownership ratio between the Family Groups consistent.

For example, shares that belonged within a Family Group were allowed to be freely transferred within that group, and the members were deemed permitted transferees. **See id.** at ¶ 2(b). Where a member of a Family Group wished to sell shares to a non-permitted transferee, however, the parent of the Family Group, *i.e.*, Michael or James, would “have first preference to purchase the Shares being offered,” if they were living. **Id.** at ¶ 3(a). If the parent was deceased, “the adult sibling Shareholders of such selling Shareholder shall be granted such preference rights to proportionately purchase the Shares so offered[.]” **Id.** Also, when James died, his wife had the opportunity to sell James’s shares to WMTR. **Id.** at ¶ 4. If that option was exercised, any member of the JD Rossi Family Group had the right to participate and sell their shares to the company. In lieu of WMTR redeeming those shares, any non-participating member of that Family Group could elect to “proportionately purchase” them. **Id.**

The definition of “proportionately purchase” provided by Paragraph 8, and the interpretation presented by Appellees, would allow a shareholder in each of the above scenarios to purchase a proportionate number of shares based upon their current ownership of voting and non-voting shares, so as to not upset the overall ratio of ownership of stock. When considered as a whole, the Agreement evinces a clear priority to retain Michael and James as the joint

controlling owners of WMTR, and when either Michael or James died, the Agreement ensured that each of their Family Groups maintained their relative ownership of the company.

Here, only the JDR Trust's voting shares were up for sale and Michael, as a non-permitted transferee, made an offer to purchase those shares. WMTR declined to exercise its right of first refusal as to the voting shares, and, therefore, the remaining shareholders had the opportunity to "proportionately purchase" them. Plainly, a shareholder's right, including Michael, to purchase the JDR Trust's voting shares must be determined by dividing the number of voting shares he currently possesses by the number of voting shares held by the remaining non-selling shareholders, maintaining the relative ownership ratio of WMTR before James's death. Hence, we agree with the trial court that Appellees' interpretation of Paragraphs 3(b) and 8 of the Agreement is consistent with the express intent of the parties when drafting its terms. The court accordingly did not err by granting Appellees' motion for judgment on the pleadings, and we affirm its order.

Order affirmed.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

9/15/2026