

**IN THE COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY | PENNSYLVANIA**

**ORPHANS' COURT DIVISION**

O.C. No. 600 NP of 2025  
Control No. 252339

**IN RE: GRAND BOULÉ OF SIGMA PI PHI FRATERNITY,  
NON-PROFIT CORPORATION**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**I. INTRODUCTION**

In this action, Petitioner Loren Douglass seeks, among other things, declaratory relief in the form of an injunction to restore him to the position of Grand Sire Archon of the Grand Boulé of Sigma Pi Phi Fraternity (“Petitioner”), a professional fraternity founded in Philadelphia, Pennsylvania. He commenced on May 30, 2025, a petition for a special or “preliminary” injunction under Rule 1531 (a) of the Pennsylvania Rules of Civil Procedure to “stop and prevent the unlawful and egregious actions taken by board members” to remove him from office.

The central legal issues in dispute are twofold: the parties’ respective interpretations of a Grand Boulé bylaw that governs the removal of Grand Boulé Board of Directors (“Grand Board”) members from office and the effect of the Grand Board’s efforts to ratify the April 9, 2025 decision to remove Loren Douglass as the Grand Sire Archon.

On July 2 and 3, 2025, this Court conducted a hearing on the Petitioner’s request for a preliminary injunction. Petitioner was represented by Jeffrey Scott, Esq. and Kerry

Chewning, Esq. of Archer & Greiner, PC. Respondent was represented by Lloyd Jordan, Esq. of Motley Waller, LLP, and Scott Bolden, Esq. and Julia Lueddekke, Esq. of Reed Smith, LLP.

Now, pursuant to Rule 1531 of the Pa. R.C.P., having reviewed the parties' post-hearing submissions and the record, we issue our findings of fact and conclusions of law as to the disposition of Petitioner's request for a preliminary injunction.

## **II. FINDINGS OF FACT**

### **A. The Origins and Corporate Structure of Grand Boulé of Sigma Pi Phi Fraternity.**

Respondent Grand Boulé of Sigma Pi Phi Fraternity ("Fraternity") is a Pennsylvania Non-Profit Corporation founded in 1904 in the City of Philadelphia, Pennsylvania to bring together a group of college and university graduates of "superior qualifications, tastes, and attainments." Ex. P-28, Article II. In order of hierarchy, the Grand Boulé is governed by (1) the rules and regulations issued by the IRS applicable to 501(c)(10) entities, (2) the Pennsylvania Nonprofit Corporation Law ("PNCL") of 1988, (3) the Grand Boulé Constitution, (4) the Grand Boulé Bylaws, (5) the policies and regulations adopted by the members of the Grand Boule, (6) the policies and regulations adopted by the Grand Board, and (7) the Rituals Manuals of the Sigma Pi Phi Fraternity (Ex. P-28, Article I, Section 4). The Grand Boulé Constitution and the Grand Boulé Bylaws are together referred to as the Grand Boulé Governance Laws. The most current version of the Bylaws was adopted in 2022.

On August 19, 2022, Mr. Douglass was elected Grand Sire Archon-Elect in a national election with approximately 350 delegates who represent the local and

international member boulés. Douglass became Grand Sire Archon<sup>1</sup>, which serves a two-year term, on June 17, 2024. As Grand Sire Archon, and under the Bylaws, Mr. Douglass served as the chair of the Grand Board and the Executive Committee, and Chief Executive Officer (“CEO”) of the Grand Boulé, an ex-officio member of all committees of the Grand Boulé, except the Audit Committee.

The Board of Directors (“Grand Board”) manages the affairs of the Grand Boulé when the Grand Boulé is not in session. Article IV, Section 1 of the Bylaws. The Grand Board is tasked with the efficient operation of the Grand Boulé provided such actions are consistent with or not prohibited by “the approved actions of the Grand Boulé or the Grand Boulé Governance Laws.” The Grand Board consists of fourteen individuals, namely, the 7 Grand Officers, the 5 Regional Sire Archons, who represent the Regional Boules, a representative from the Boulé Foundation Board of Directors who is an Archon in good standing, and the Immediate Past Grand Sire Archon. Under Bylaw 2 §5E, Grand Board meetings “shall be conducted in accordance with” the most recent edition of Robert’s Rules of Order, Newly Revised (“RRONR”).

### **B. The April 8-9, 2025 Grand Boulé Board Meeting.**

In March 2025, the Grand Boulé Board formed an investigative subcommittee to look into allegations about Mr. Douglass’s use of funds and fraternity assets during his tenure as Grand Sire Archon. Questions had arisen over, among other things, the expenditure of \$700,000 in legal fees in response to an alleged cyberattack, and violations of Grand Boulé protocol and policies. SPP Ex. 7.

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<sup>1</sup> Under the fraternity’s bylaws, a man inducted into a member Boulé is known as an “Archon.”

The Investigation Committee presented its final report on the charges against Mr. Douglass and recommendations to the Grand Board at the April 8-9, 2025, Board Meeting in Orlando, Florida. SPP Ex. 6. According to the minutes submitted by Grand Grammateus Darrell Searcy the following Grand Board members and guests attended the April 8 Board meeting:

**April 8, 2025 1:05-5:00 p.m.**

**Attendance**

- Board Members Present at the Hyatt
  - Grand Sire Archon Loren Douglass
  - Grand Sire Archon-Elect Jesse Tyson
  - Grand Grammateus Darrell Searcy
  - Grand Thesauristes Derrick Roman
  - Immediate Past Grand Sire Archon Antoine Garibaldi
  - Past Grand Sire Archon and Boulé Foundation Chairman Anthony Hall
  - Grand Agogos Abraham Turner
  - Northeast Region Sire Archon David Tapscott
  - Southeast Region Sire Archon James Welch
- Non-Board Archons Present at the Hyatt
  - Executive Director Archon Bennett Gaines
  - Grand Time and Place Committee Member Archon Van Strickland
- Board Members Present via "Zoom"
  - Grand Grapter Jerlando Jackson
  - Pacific Region Sire Archon Kanahl Kendrick
  - Western Region Sire Archon Askia Ahmad
  - Grand Rhetoricos Stefan Bradley
- Non-Board Archons Present via "Zoom"
  - Grand Finance Committee Chairman Archon Hilliard Terry
- Guests: Leadership from the Grand Hyatt Orlando and Visit Orlando (from approximately 2:00 until 2:20)

SPP Ex. 7.

According to the minutes submitted by Archon Searcy, the following Grand Board members attended the April 9, 2025, Executive Session to discuss the investigation of Archon Douglass, noting that GSA Douglass would be recused from any deliberation because he was the subject of the inquiry:

**Executive Session**

**April 9, 2025**

**Attendance**

- Board members present at the Hyatt
  - Grand Sire Archon Loren Douglass
  - Grand Sire Archon-Elect Jesse Tyson
  - Grand Grammateus Darrell Searcy
  - Grand Thesauristes Derrick Roman
  - Immediate Past Grand Sire Archon Antoine Garibaldi
  - Past Grand Sire Archon and Boulé Foundation Chairman Anthony Hall
  - Grand Agogos Abraham Turner
  - Northeast Region Sire Archon David Tapscott (moved to Zoom at 1:25 PM and left the Zoom at 2:01 PM EST)
  - Southeast Region Sire Archon James Welch
- Board members present via “Zoom” (and approximate times present, Eastern Time Zone)
  - Grand Grapier Jerlando Jackson (11:41 AM–1:58 PM)
  - Pacific Region Sire Archon Kanahl Kendrick (10:47 AM–1:58 PM)
  - Western Region Askia Ahmad (1:09 PM–2:00 PM)
  - Grand Rhetoricos Stefan Bradley (10:48 AM–12:23 PM)

SPP-7.

The minutes indicate that 13 Grand Members were present at these meetings. Missing from the list of present Grand Board members is Archon Calvin Heard, whose vote was recorded as a “Yes” to remove Archon Douglass as the Grand Sire. Based on the testimony and the record as a whole, which place Archon Heard at these Grand Board meetings, this discrepancy, while notable, appears to be due to a technical oversight.

The Investigation Committee report summarizes the allegations, the operative governance provisions, precedents, the Archons contacted, the documents reviewed, mitigating circumstances, principal findings, and recommendations on sanctions. The recommended sanctions range from private reprimand to censure, but there is no mention of removal of Mr. Douglass as a sanction for his actions. As Mr. Tyson himself acknowledged, the investigative subcommittee did not discuss the removal of Grand Sire Archon Douglass from office as a sanction or potential outcome of the investigation. Hearing Transcript of July 3, 2025 (“7/3/25 Tr.”) at Pg. 24:4-11.

Likely at the invitation of certain Board members and out of courtesy for his colleagues, Mr. Douglass left the April 9, 2025, Grand Board Meeting before the Board discussed the findings of the investigative subcommittee in executive session. The Executive Session Minutes state that “GSA-E Tyson would facilitate the discussion given that GSA Douglass was the subject of the inquiry and ‘would be recused’ from any deliberations.” SPP Ex. 7, p. 7. Mr. Douglass, who lived only 5 minutes away from the location of the Grand Board meeting, expected to be recalled after these deliberations to vote on any motions related to the investigation of his actions as Grand Sire.

Upon Mr. Douglass’s departure from the Executive Session, the Grand Sire-Elect Tyson informed the Grand Board that the recommendation of the subcommittee was to remove Archon Douglass from his position as Grand Sire. Hearing Transcript of July 2, 2025 (“7/2/25 Tr.”) at Pg. 38:11-14. As reflected in the minutes, Mr. Tyson explained that the subcommittee arrived at this position based on the “materiality, aggregation, and repeated nature of the offenses” and requires judgment. Mr. Turner questioned the sanction of removal because it did not appear in any of the investigative committee’s recommendations to the Grand Board.

Mr. Bradley, who participated in the meeting via Zoom technology, had to leave the meeting and sent a text to other investigative committee members stating that his vote was “against removal (in the aggregate) if he didn’t make it back.” 7/2/25 Tr. at 54:3-6. Shortly after Mr. Bradley sent this text, Grand Sire Elect Tyson put the removal of Mr. Douglass as the Grand Sire Archon to a vote. Neither Mr. Bradley nor Mr. Douglass were given the opportunity to vote on the motion to remove Mr. Douglass as Grand Sire.

During the Grand Board meeting on April 9<sup>th</sup>, 2025, the vote to remove Mr. Douglass as Grand Sire commenced, both in person and via Zoom. At the time of the vote, 12 members were present and voting. The vote to remove Mr. Douglass as Grand Sire was eight votes in favor of removal and four votes against removal. The motion to remove was deemed to have “passed” by an eight to four vote.

Mr. Turner and Mr. Kendrick objected to the vote to remove Loren Douglass. *Id.* at 47:5-17. Mr. Turner objected to the vote because he was not certain that the motion for removal had reached the threshold of votes required by the Grand Boulé bylaws for passage. *Id.* at 47:18-21. He later confirmed for himself that his instincts were correct. Mr. Turner takes the position that to remove a member of the Grand Board, the vote must be an affirmative vote of two-thirds of the *entire* Grand Board who are present and voting, which is ten. *Id.* at 48:13-21.

Mr. Bradley, who would have voted against removal, sought to return to the Board meeting via Zoom, but it was too late. Mr. Douglass planned to return to the meeting so he could vote on any proposed sanctions, but he never received that call. Instead, at 2 p.m., Mr. Douglass received a call from Mr. Tyson informing him that the Grand Board had removed him from office.

### **C. The Ratification Vote.**

After the vote to remove Archon Douglass as Grand Sire, the Grand Board called on the Fraternity's Constitution and Bylaws Committee, which is charged with upholding the Fraternity's governance laws, to offer its interpretation of Bylaw 2 §4G. In a memo dated April 25, 2025, the Fraternity's Constitution and Bylaws Committee ("C & B Committee") published its interpretation of Bylaw 2 §4G. The C & B Committee opined that Bylaw 2, Section 4G means that the vote required to remove Board Officer is based on those Board members "present and voting" at a meeting. SPP Ex. 8 (C & B Committee Opinion).

The Committee posits that if the intention were to base the vote on the entire Board as the numerator, the phrase "present and voting" is superfluous and misleading as it focuses on the "dynamics of the meeting and participation of those in attendance." On May 9, 2025 the Executive Committee –which is charged, although not exclusively, with the interpretation of the Grand Boulé Governance laws subject to consultation with others –adopted this interpretation of Bylaw 2 §4G. They also approved Resolution 1, establishing that the required vote to remove a Grand Board member under Bylaw 2 is a two-thirds vote of Board members present and voting.

On May 21, 2025, all members of the Board, except for Mr. Douglass, met to review the removal of Mr. Douglass by "reassessing the reasons for the removal and the process used to remove him." After the motion to ratify the prior Board action was made, Board members Kendrick and Turner left the Board meeting. Proposed Resolution No. 1 seeks to affirm by ratification an interpretation of the voting requirements set forth in Bylaw 2 § 4G and thus validate the prior action removing Mr.

Douglass as Grand Sire Archon. All 11 members who remained at the Board meeting voted in favor of Resolution No. 1.

**D. The Bylaws Which Govern the Removal of Grand Board members.**

Footnote 10 of Bylaw 2 states: “Sections 4F and 4G address removal of Grand Board members. It makes no restrictions on the Grand Boulé because of its status as the governing body but does impose restrictions on the Grand Board.” Ex. P-28 at 11. Bylaw 2, Section F states:

The Grand Boulé may, upon a majority vote of its members, present and voting at any meeting, remove a Grand Board member for any reason.

The Grand Boulé comprises members of the Grand Board and 350 delegates which represent the entire membership of the Fraternity. Under 4F, a large majority of the Grand Boulé delegates present and voting at any meeting would have a say on whether a board member, whom they duly elected, is removed from office.

The text of Bylaw 2 § 4G states:

The Grand Board may, upon a two-thirds affirmative vote of the *entire* Grand Board present and voting at any meeting, remove a Grand Board member...”. (emphasis added).

Footnote 10 of Bylaw 2 states that the Sections 4F and 4G address removal of Grand Board members and they make no restrictions on the Grand Boulé because of its status as the governing body, but the Bylaw “does impose restrictions on the Grand Board.” Ex. P-28 at 11 (emphasis in original).

Loren Douglass contends that this Bylaw 2, Section 4G requires at least 10 members (two-thirds of 14) of the entire Grand Board to vote in the affirmative to

remove a Grand Board Member. Archon Turner and Archon Caesar Mitchell, who formerly served as General Counsel to the Grand Boulé, subscribe to this interpretation of Bylaw 2 § 4G.

### III. CONCLUSIONS OF LAW

#### A. Legal Standard for a Mandatory Injunction

Mr. Douglass asserts that the preliminary injunction he seeks is intended to preserve the status quo as it exists or to prevent or stop an unlawful act and thus is prohibitive. We respectfully disagree. Mr. Douglass is seeking to restore himself as the Grand Sire and change the current operational leadership of the Fraternity based on his contested claims. Where, as here, a preliminary injunction contains mandatory provisions which will require a change in the position of the parties, it should be granted even more sparingly than one which is merely prohibitory. *Anchel v. Shea*, 762 A.2d 346 (Pa. Super. 2000).

A mandatory injunction is the rarest form of injunctive relief and is often described as an extreme remedy. *Woodward Twp. v. Zerbe*, 6 A.3d 651 (Pa. Commw. Ct. 2010). Thus, the courts here should apply greater scrutiny due to their intrusive and mandatory nature of the request and potential for significant consequences. *Purcell v. Milton Hershey School Alumni Ass'n*, 884 A.2d 372, 376-377 (Commw. Ct. 2005).

For a mandatory preliminary injunction to be granted, the Petitioner must show each of the following elements:

- (1) its right to relief is clear and the wrong is manifest;

- (2) the injunction is necessary to prevent immediate and irreparable harm that could not be compensated by money damages;
- (3) greater injury would result from refusing the injunction than by granting it;
- (4) the injunction restores the parties to the status quo that existed immediately before the alleged wrong;
- (5) the injunction is reasonably suited to abate it.

**Purcell**, 884 A.2d 372, 376-377.<sup>2</sup>

The injunctive relief Mr. Douglass seeks, that is, his return to the Grand Sire position, is reasonably suited to abate the allegedly wrongful removal from office, thus satisfying the fifth requirement he needs to obtain a mandatory preliminary injunction. Moreover, although much is said to have changed with the new Administration under Archon Tyler, a mandatory preliminary injunction would arguably restore the parties to the status quo that existed before Mr. Douglass was removed from office. For this reason, Mr. Douglass would meet the fourth element of the mandatory preliminary injunction test. The Grand Boulé does not dispute that Mr. Douglass can establish either of these elements.

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<sup>2</sup>The **Purcell** court omits the oft-cited sixth factor, which requires a party seeking an injunction must show that a preliminary injunction will not adversely affect the public interest. **Summit Towne Centre, Inc. v. Shoe Show of Rocky Mount, Inc.**, 828 A.2d 995, 1001 (Pa. 2003). Mr. Douglass contends that there has been no showing that the grant of Petitioner's requested injunction will have any impact on the public interest. To the contrary, he argues that the public interest is served by his restoration as Grand Sire, thus enforcing the laws of this Commonwealth and the Bylaws of non-for-profit organizations. The Grand Boule, on the other hand, sees the proposed intervention by the Court as a means to place "hostile leaders" back into the leadership against the organization's desires and best interests. While a decision to reinstall a Grand Sire is not likely to adversely affect the public interest, Mr. Douglass has failed to show how the injunction would *not* adversely affect the public interest.

**A. Loren Douglass has a clear right to relief and is likely to prevail on the merits.**

Because a mandatory injunction compels the defendant to perform an act, rather than merely refraining from acting, courts will only grant a mandatory injunction upon a very strong showing that the plaintiff has a “clear right” to relief. *Sovereign Bank v. Harper*, 674 A.2d, 1085, 1092 (Pa. Super. Ct. 1996). As we interpret the plain language of the Bylaw 2 Section 4G, we find that Mr. Douglass would be likely to prevail on the merits of his claim that the vote to remove him from office and the ratification of the Board’s actions were both ineffective and that he has a clear right to relief.

Bylaw 2, Section 4G of the Bylaws states: “The Grand Board may, upon a two-thirds affirmative vote of the entire Grand Board present and voting at any meeting, remove a Grand Board member” for three reasons: (1) misconduct in office; (2) negligence in the performance of his responsibilities, or (3) non-Compliance with Grand Boulé Governance Laws. Bylaw 2 §4G (emphasis in the original). In construing this corporate bylaw, we “use the same rules applicable to the interpretation of statutes, contracts and other written instruments ... If the bylaw is unambiguous, then it is to be construed as written and the language is given the force and effect required since the Court does need to interpret it or look to the parties' intent.” *Purcell v. Milton Hershey Sch. Alumni Ass’n*, 884 A.2d 372, 379 (Pa. Commw. Ct. 2005) (citations omitted). The first principle of statutory construction is that courts will not interpret enactments in a way “which imputes absurdity to the legislative enactment.” *Housing Auth. of Chester v. Civil Service Comm.*, 730 A.2d 935, 947 (1999).

This bylaw, when read as a whole, only makes sense if it means that at least 10 members, which is two-thirds of 14 members, that is, the entire Grand Board, must be

present and vote in the affirmative at a meeting to remove a Grand Board Member. The footnote to Bylaw 2 states with emphasis that the imposition of procedural restrictions on the Grand Board when it votes to remove an officer is by design. Adopting the interpretation offered by the Grand Board would require the Court to read out the word “entire,” which the Bylaws emphasize in italics, from Section 4G. No such restrictions are placed on the Grand Boulé if it decides to take such action because that is the Fraternity’s prerogative.

The Robert’s Rules of Order Newly Revised (12th Edition) under which Grand Board meetings “shall be conducted” specifies how voting thresholds should be computed when deciding a two-thirds vote. (“Bases for Determining a Voting Result”). RRONR, Sections 44:3 and Sections 44:7-8. Section 44:7 explains that two elements enter into the bases for decision (1) the proportion that must concur as a majority such as two-thirds in this case, and (2) the set of members to which the proportion applies. The latter can be specified by rule as the “number of members present” or “the total membership.” §44:7. Thus, as noted by the RRONR, a majority of the “entire” membership is a majority of the total number of those who are members of the voting body at the time of the vote or, in the case of a Board meeting, a majority of the membership of the Board. §44-9.

Problems with the Grand Board’s interpretation of Section 4G become evident when we consider a realistic scenario in which a quorum of 8 Grand Board members meet to conduct business. If we accept the Grand Board’s view that a Motion to remove a Board member can be accomplished with a two-thirds vote of those present and voting, it would be possible to remove a Board Officer with two-thirds of 8 Grand Board members, which is 6 Board members, rounded up from 5.33. The math shows how the

Grand Board's interpretation makes it possible to remove a Board officer with only 6 out of 14 Board members, which is the antithesis of the restraint on such action that the Bylaws are said to require.

In reaching these conclusions, we took into consideration the C & B Committee's opinion which the Executive Committee adopted on May 9, 2025. While informative, the C & B Committee's interpretation of Bylaw 2 Section 4G is not binding on this Court. The language of the Constitution and the Bylaws take precedence over any interpretations or policies, presumably including those authored by the C & B Committee. Article I, Section 4

The Grand Board argues that the 11-0 vote in favor of Resolution No. 1, which was designed to ratify and reaffirm the removal of Mr. Douglass from office, cures any procedural defects. We disagree. It is true that, under Pennsylvania law, a corporation's board may ratify prior actions, and such ratification relates to the date of the original act, validating it *nunc pro tunc*. See **Linde v. Linde Enters.**, 118 A.3d 422, 433 (Pa. Super. 2015). A board cannot ratify, however, conduct they lack the authority to undertake. **See Bailey v. Jacobs**, 189 A. 320, 327 (Pa. 1937) ("As the court below properly held, this 'ratification' was invalid, because the directors could not ratify what they could not originally have authorized.")

The Grand Board's Resolution seeks to ratify the outcome of the April 9, 2025, vote based on interpretation of the Bylaws that is not viable under the current text of Bylaw 2 §4G, which governs the vote for removing Board members by a vote of the Grand Board. The Grand Board's preferred interpretation of Bylaw 2, Section 4G in effect strikes the word "entire" from its text, in violation of the canons of statutory and bylaw construction. Achieving the result the Board sought to "ratify," would require an

amendment of the Bylaws, which requires a majority affirmative vote of the Grand Boulé, not just the Grand Board, present and voting, as set forth in Article XIII, Section 2 of the Constitution.<sup>3</sup>

We conclude that Mr. Douglass would be likely to prevail on the merits of his claim that the vote to remove him from office violated Bylaw 2, Section 4G, that the ratification of the Board's actions was ineffective, that he has clear right to relief, and that the wrong is manifest.

**B. The Petitioner Has Not Established that Injunctive Relief Will Prevent Immediate and Irreparable Harm not compensable by damages.**

Having concluded that Mr. Douglass has a clear right to relief and is likely to succeed on the merits, we next examine whether he demonstrated that an injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages. *Summit Towne Centre, Inc.*, 828 A.2d at 1001. Mr. Douglass argues that he has established irreparable harm because the Grand Board has violated a statutory mandate of the NPCL. See *Commonwealth v. Coward*, 414 A.2d 91, 98–99 (1980). For purposes of injunctive relief, statutory violations constitute irreparable harm per se because:

(w)hen the Legislature declares certain conduct to be unlawful it is tantamount in law to calling it injurious to the public. For one to continue such unlawful conduct constitutes irreparable injury.

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<sup>3</sup> Article XII, Section 2 of the Constitution (P-28) states as follows:

The adoption of an amendment to the Grand Boulé Bylaws shall require a majority affirmative vote of the members of the Grand Boulé present and voting at a regular meeting. It shall be effective as of the date of passage unless otherwise stipulated.

***Pennsylvania Public Utility Commission v. Israel***, 356 Pa. 400, 52 A.2d 317 (1947).

As Mr. Douglass sees it, the Grand Board's disregard of its own Bylaws on the removal of Grand Board officers is a direct violation of Section 5726 of the NPCL and thus irreparable harm per se. We disagree. Section 5726 of the NPCL prescribes specific procedures for the removal of directors, "unless otherwise provided by bylaw." In this case the Grand Boulé Fraternity has adopted bylaws and "provided" the procedures for removing Board members, which renders inoperative the statutory procedures set forth in Section 5726.

In ***Riverside School Bd. V. Kobeski***, where a school board member was removed from his position, the Commonwealth Court recognized that failure to mandate Board member's return to the board would result in irreparable harm, and that every day that they are prevented from exercising their duties, is a loss not compensable by monetary damages. ***Riverside Sch. Bd. v. Kobeski***, 604 A.2d 1173, 1176 (Pa. Commw. Ct. 1992). ***Riverside*** is distinguishable from the facts before us, because the school board, by its own admission, failed to follow the established statutory procedures for the removal of a board member in direct violation of the relevant state statutes. ***See also, Wolk v. Sch. Dist. of Lower Merion***, 228 A.3d 595, 610 (Pa. Commw. Ct. 2020) (affirming issuance of preliminary injunction based upon the School District's violation of the Taxpayer Relief Act and its own internal School Code).

The Grand Board's efforts to remove Mr. Douglass as Grand Sire at the heart of this controversy may violate the Grand Boulé bylaws, but they cannot be said to violate Section 5726 of the NPCL in a way that would justify the Court's intervention in the Grand Board's operations through a mandatory preliminary injunction.

**C. Greater Injury Will Not Result From Denying Such Relief Than From Granting It.**

Having found that Mr. Douglass cannot satisfy the elements of irreparable harm or public interest, we are not in the position to grant a mandatory preliminary injunction. For purposes of completeness, however, we will address the last remaining factor, that is, whether greater injury would result from refusing the injunction than by granting it.

As set forth in *Summit Towne Centre, Inc.*, 828 A.2d at 1004-05, the Court has to consider the balance of harms between the parties when considering whether to grant preliminary injunction. Greater injury has been found, for example, when the failure to enjoin a private contractor from taking over the duties of corrections officers at a county prison would result in the loss of medical benefits to the laid off union members while the private contractor stood to be compensated for any losses if performance of the contract were enjoined. See *Delaware County Prison Employees Independent Union v. Delaware County*, 671 A.2d 1202 (Pa. Commw. Ct. 1996).

The Petitioner contends that a greater injury will result if the injunction is not granted, again relying on his argument that the violation of the NPCL constitutes irreparable harm per se. *Wolk*, 228 A.3d at 611 (citing *Israel*, 52 A.2d at 321). He suggests that the restoration of the status quo imposes nothing more than the enforcement of the Grand Boule's own governance laws. The evidence is lacking as to any tangible injury Mr. Douglass might sustain if the Court does not grant the

mandatory preliminary injunction, other than perhaps the lack of a more immediate vindication.

The Fraternity has been operating under the Leadership of Archon Jesse J. Tyson since April 9, 2025, and, as the record indicates, without incident. We must consider the highly invasive nature of a mandatory injunction, and the likely disarray that would result from restructuring the leadership of a professional fraternity as an interim measure. In this case, Mr. Douglass has not established how the harm he would suffer in awaiting an adjudication on the merits outweighs the disruption to the business operations that the Grand Boulé will likely encounter if we reinstate Mr. Douglass as Grand Sire at this time. There exists a possibility of greater harm in changing mid-stream the leadership of Grand Boulé by granting the relief than denying such relief before a full hearing on the contested claims.

#### **IV. CONCLUSION**

The Petitioner has asked to be restored as the Grand Sire Archon and, in doing so, seeks the imposition of a mandatory injunction. Thus, a high standard is required to be shown by the Petitioner for the court to grant this “extreme” and “rare” injunction. The Petitioner has not met all the elements of his burden.

The Petitioner has established a clear right to relief and that he is likely to prevail on the merits, but he has not demonstrated irreparable harm per se, that greater injury

will befall him if we deny such relief, rather than grant it, or that the public interest will be served by granting the mandatory injunction.<sup>4</sup>

For the foregoing reasons, the Petitioner's request for mandatory injunctive relief is **DENIED**.

**BY THE COURT:**



Stella M. Tsai, J.

Dated: September 16, 2025

Copy to:

Jeffrey Scott, Esq., Counsel for Loren R. Douglass  
Kerry Chewning, Esq., Counsel for Loren R. Douglass  
Julia G. Lueddeke, Esq., Counsel for Petitioner  
Lloyd J. Jordan, Esq., Counsel for Grand Boulé of Sigma Pi Phi Fraternity  
Scott Bolden, Esq., Counsel for Grand Boulé of Sigma Pi Phi Fraternity

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<sup>4</sup> Grand Boulé does not dispute that preliminary injunction would restore the parties to the status quo prior to the alleged wrong or that the proposed injunction would abate the harm alleged.