

Circuit Court for Montgomery County
Case No. 486895V

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 238

September Term, 2022

IN THE MATTER OF EDWARD SIGUEL

Reed,
Beachley,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

Opinion by Reed, J.

Filed: May 15, 2024

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This appeal stems from a judgment of the Circuit Court for Montgomery County affirming a decision by the Commission on Common Ownership Communities (“CCOC”). The appellant, Edward Siguel, removed posts and handrails on his roof at his home located within King Farm in violation of the King Farm Citizens Assembly, Inc. (“KFCA”) Charter. After a hearing, the CCOC decided in favor of KFCA and ordered Siguel to reinstall the posts and handrails on his roof. The circuit court upheld the CCOC’s decision. In this appeal, Siguel, representing himself, presents five questions,¹ which we have rephrased and reformatted into the following three questions:

¹ Siguel phrased the questions presented as follows:

Q1. Did CCOC/Court err or abuse discretion ignoring that (a) KFCA essential material evidence was lost, did not exist for appeal, KFCA did not meet its burden of proof for every element, Court imagined material facts not found by CCOC; (b) CCOC accepted jurisdiction in violation of County law (dispute about KFCA discretion not allowed); (c) KFCA did not file prerequisite CCOC report; (d) balcony requirement was NOT recorded?

Q2. Whether CCOC/Court err or abuse discretion when (a) neither identified rule violated by Owner and corresponding remedy; (b) imposed remedies not authorized by founding documents (e.g., reinstall balcony); (c) allowed appeal from manager, when Charter only allows aggrieved residents/owners to appeal BoCC decision; (d) allowed/sustained (1) KFCA added management right to appeal to Trustees, instead of enforcing Charter restrictions, (2) alleging new rights not explicitly prohibited, without titleholder vote, (3) interpreted rules adding and ignoring words, (4) modified Charter in ways NOT consistent, NOT *in accordance* with Charter?

Q3. Did CCOC/Court err or abuse discretion when concluded that (a) revival of the Corporation revived its alleged rights to enforce exterior appearances of a private home, ignored controlling precedent, that rights to enforce exterior appearances divested while the Corporation was dead, forfeited, are lost, not restored to the Corporation, §3-512(2); instead of §3-512(2), CCOC relied on §3-512(1), law applicable to contracts and not divested rights; (b)

1. Did the CCOC have jurisdiction over KFCA’s complaint?
2. Was the CCOC’s decision supported by substantial evidence and not based on an erroneous conclusion of law?
3. Did the circuit court err in failing to write a memorandum explaining its denial of Siguel’s: (a) motion for reconsideration, (b) motion for sanctions, or (c) motion to exclude KFCA as a party?

For the reasons to follow, we shall affirm the judgment of the circuit court upholding the decision of the CCOC.

revival was valid without requiring all revival documents (KFCA did not prove it was revived); (c) KFCA implicitly met burden to prove Presidents properly elected even though some Presidents did not have enough votes to make election valid?

Q4. Did CCOC/Court err or abuse discretion when (a) both ignored KFCA violation of internal procedures, improper actions by Trustees, lack of minutes, etc.; (b) CCOC did not afford Owner adequate notice of hearing, changed purpose of hearing from KFCA demand on complaint to something else at hearing; (c) refused to provide instructions and time limits ahead of hearing, allowed KFCA all the time it requested, and during Owner’s testimony, suddenly told Owner it had 3 minutes to complete presentation; (d) denied all Owner’s motions, without justification, considering facts and law, the correct standard of review?

Q5. Whether Court erred or abused discretion, obstructing appeal, by NOT writing a memorandum explaining decisions, reasons, findings of fact/law, why KFCA actions were legitimate, when it denied (a) motion for reconsideration of its decision (CCOC also ignored reconsideration); (b) motion for sanctions (KFCA motion to dismiss petition without substantial justification), rule 1-341; (c) motion not to allow KFCA as a party because it did not apply for approval as required by rules? (Without explanations, Appellant does not know precisely what issues to appeal.)

BACKGROUND

KFCA is a Maryland Homeowners Association in Montgomery County. KFCA’s governing documents include its Community Charter, its Bylaws, and Administrative Rules. Siguel owns and occupies a home in King Farm. The corporate governance of KFCA includes a Board of Trustees and a Board of Code Compliance (“BOCC”). Section 3-102 of the Charter states in part: “Changes in the visual appearance of the exteriors of structures and the Lots on which they are situated may not be made until approval has been secured in writing from the King Farm Architectural Design Trust.”

Siguel removed posts and handrails from his roof without the approval of the King Farm Architectural Design Trust (“ADT”). By letter dated September 20, 2018, KFCA informed Siguel of several matters that required his attention, including the need to “[r]eplace missing balcony handrails[.]” About a month later, Siguel submitted a “design review application” to “[r]eplace flat roof over porch[.]” As the CCOC ultimately found:

The Design Review Application was approved, and Dr. Siguel proceeded with replacement of the roof overhang, including installation of a TPO (thermoplastic olefin) membrane in place of the original rubber sheeting. . . .

Dr. Siguel did not include a request for permanent removal of the columns and railings in his Design Review Application and King Farm did not authorize such permanent removal.

In November 2018, KFCA provided a “final notice” to Siguel that he must “[r]eplace missing balcony rails[.]”

In June 2019, KFCA filed a complaint with the BOCC against Siguel for failing to “[r]eplace missing balcony rails[.]” In October 2019, the BOCC dismissed KFCA’s

complaint because, according to the BOCC, “there was insufficient evidence presented that the replacement of the porch railings was required.” KFCA appealed the BOCC’s dismissal of the complaint to the Board of Trustees.

In March 2020, the Board of Trustees met and reversed the BOCC’s dismissal. The Board of Trustees “noted that it was clear from the record and from [Siguel’s] testimony that [Siguel] removed the railings without approval and failed to restore the property as is required by Article 3-104 of the Assembly Charter.” The Board of Trustees informed Siguel that it was “giving [him] a final opportunity to arrange for the replacement of the porch railings by August 1, 2020.” Siguel did not comply, and KFCA filed a complaint against Siguel with the CCOC in December 2020.

The CCOC hearing took place over three days via Zoom in May and June 2021. In July 2021, the CCOC issued its decision and ordered that Siguel “must commence and diligently pursue reinstallation of the columns and railings on his roof overhang in the same manner as originally installed.”

In August 2021, Siguel filed a petition for judicial review in the circuit court. After a hearing in March 2022, the circuit court upheld the CCOC’s decision and order.

We shall supply additional facts, as may be relevant, in our analysis.

STANDARD OF REVIEW

“The overarching goal of judicial review of agency decisions is to determine whether the agency’s decision was made in accordance with the law or whether it is arbitrary, illegal, and capricious.” *Sugarloaf Citizens Ass’n v. Frederick Cnty. Bd. of*

Appeals, 227 Md. App. 536, 546 (2016) (citation and quotations omitted). In making that determination, “we [assume] the same posture as the circuit court . . . and limit our review to the agency’s decision.” *Anderson v. Gen. Cas. Ins. Co.*, 402 Md. 236, 244 (2007). Moreover, “[w]e review the agency’s decision in the light most favorable to the agency because it is prima facie correct and entitled to a presumption of validity.” *Sugarloaf*, 227 Md. App. at 546 (citation and quotations omitted). “[I]f we determine that the agency’s decision is based on an erroneous conclusion of law, no deference is given to those conclusions.” *Kenwood Gardens Condos., Inc., v. Whalen Props., LLC*, 449 Md. 313, 325 (2016). That said, “we accord a degree of deference to an agency’s decision involving the interpretation and application of a statute which that agency administers[.]” *Kim v. Bd. of Liquor License Comm’rs for Baltimore City*, 255 Md. App. 35, 46 (2022). “With regard to the agency’s factual findings, we do not disturb the agency’s decision if those findings are supported by substantial evidence.” *Sugarloaf*, 227 Md. App. at 546. We also apply the “substantial evidence” standard when a party raises a mixed question of law and fact: “[w]hen a party challenges how an agency applied, as opposed to interpreted, a statute[.]” *CashCall, Inc. v. Maryland Comm’r of Fin. Regul.*, 448 Md. 412, 426 (2016). “Substantial evidence exists if a reasonable mind might accept the evidence as adequate to support a conclusion.” *Becker v. Falls Rd. Cmty. Ass’n*, 481 Md. 23, 42 (2022) (cleaned up).

DISCUSSION

I.

Siguel claims that the CCOC lacked jurisdiction because the CCOC panel concluded that: “the corporate decision to require unit’s exterior to be maintained consistent with its original construction is a discretionary decision over which the Panel has no authority.” The CCOC discussed the application of the business judgment rule to Siguel’s claim that “the railing, as an architectural design element, is flawed because the railing needs to be anchored to the roof, which in turn damages the integrity of the roof and causes leaks and roof deterioration.” The CCOC examined that claim and noted that KFCA is “charged with ‘beneficially securing and enriching the visual character’ of the community. Charter § 1-103(a)” The panel then concluded: “in the absence of any evidence of fraud or bad faith, the corporate decision to require a unit’s exterior to be maintained consistent with its original construction is a discretionary decision over which the Panel has no authority.” Within this context, the panel did not err in its application of the business judgment rule.

Moreover, the relevant sections of the Montgomery County Code (“MCC”) make clear that the CCOC had jurisdiction over this dispute. MCC § 10B-9(a) authorizes the CCOC to “hear any dispute between or among parties.” MCC § 10B-8(8) defines “party” to include “a governing body” and “an owner[.]” Under MCC § 10B-8(4)(A)(i), “*Dispute* means any disagreement between 2 or more parties that involves: (A) the authority of a governing body, under any law or association document, to: (i) require any person to take

any action, or not to take any action, involving a unit or common element[.]” MCC 10B-8(9) defines “unit or lot” in relevant part:

Unit or lot includes:

(A) any physical portion of a common ownership community with distinct property boundaries that:

(i) provides complete, independent living facilities for one or more individuals,

(ii) contains permanent provisions for living, sleeping, eating, cooking, and sanitation, and

(iii) is designated for exclusive ownership, control, or occupancy by those individuals;

Siguel owns a home within King Farm, and KFCA is a governing body. Siguel and KFCA are thus parties within the meaning of MCC § 10B-8(8). Siguel’s home is a “unit” within the meaning of MCC 10B-8(9). Siguel challenged KFCA’s authority to require him to replace the posts and handrails on his roof. That claim qualifies as a dispute under MCC § 10B-8(4)(A)(i). Accordingly, the CCOC had jurisdiction over this dispute.

Next, Siguel argues that the CCOC lacked jurisdiction because, according to Siguel, KFCA was unauthorized to file the complaint. Siguel claims that when the corporate charter for KFCA was forfeited in October 1999, it prohibited KFCA from taking additional actions, even after the charter was revived.

The CCOC took official notice of the online records maintained by the State Department of Assessments and Taxation (“SDAT”). KFCA was forfeited in October 1999 and revived in April 2000. The CCOC found that KFCA “was not in good corporate

standing as of April 16, 2021, for failure to file it[s] 2021 annual report.” KFCA filed its 2021 annual report in June 2021. *See* SDAT Business Entity Search (*available at* <https://egov.maryland.gov/BusinessExpress/EntitySearch/Business>). As to the forfeiture and revival, the CCOC relied on Md. Code Corporations & Associations (“CA”) § 3-512(1), which states that, upon revival, “all contracts or other acts done in the name of the corporation while the charter was void are validated[.]” As to the brief lack of good standing in 2021, the CCOC determined that a corporation’s power to sue or be sued is not lost “when it is simply delinquent in filing its annual report.”

We find no error in the CCOC’s determination. In his reply brief filed in this Court, Siguel argues that KFCA forfeited its rights to enforce its rules under the governing documents during the short period of forfeiture. We disagree. Siguel’s argument is refuted by CA § 3-512(1). Moreover, CA § 3-512(2) states that, upon revival, “[a]ll the assets and rights of the corporation, except those sold or those of which it was otherwise divested while the charter was void, are restored to the corporation to the same extent that they were held by the corporation before the expiration or forfeiture of the charter.” Siguel provided no evidence to show that KFCA “sold” or “otherwise divested” any “assets and rights of the corporation” “while the charter was void[.]” *Id.* Thus, KFCA retained its rights to require Siguel to replace the posts and handrails.²

² On appeal, KFCA argues that it “would have all of those rights and powers even if the corporate charter was not revived.” KFCA points to *Pines Point Marina v. Rehak*, which held that a condominium association that had its corporate charter revoked became an unincorporated association with its rights intact. 406 Md. 613, 636-37 (2008). The *Rehak* Court determined that the Maryland Condominium Act applied to both incorporated

Siguel claims that KFCA failed to “register/file accurate CCOC annual reports[,]” and thus, according to Siguel, KFCA was ineligible to file a complaint under MCC § 10B-7(a)(2), which states: “Failure to register, or making a false statement on a registration form, is a class A violation and also makes the community ineligible to file a dispute under Article 2.” In response, KFCA argues that this issue “was not raised before the CCOC and there is nothing in the record to indicate that KFCA filed inaccurate forms with the CCOC.” In his reply brief, Siguel contends that this issue was raised and cites to: (1) his motion for the CCOC to reconsider its decision and (2) his circuit court motion to alter or amend a judgment. Those motions, however, did not raise this issue in a timely manner before the CCOC. At any rate, based on the record before us, we conclude that the CCOC did not err in failing to dismiss KFCA’s complaint based on an alleged violation of MCC § 10B-7(a)(2).

Siguel also contends that, at the beginning of the CCOC hearing, the CCOC refused to allow him to dispute KFCA’s right to file the complaint. However, the record indicates that the CCOC engaged in an exhaustive analysis of the jurisdictional issues that Siguel raised. Indeed, the CCOC’s decision includes a thorough discussion of KFCA’s corporate

and unincorporated associations, and thus the rights of the condominium association were not limited by the forfeiture of the corporate charter. *Id.* at 616. KFCA argues that holding in *Rehak* should extend to homeowners’ associations under the Maryland Homeowners Association Act, Md. Code, Real Property § 11B-101(i), which defines “[h]omeowners association” to “include[] an incorporated or unincorporated association.” For the reasons stated above, our decision here need not address whether the holding in *Rehak* should extend to homeowners’ associations.

status, KFCA’s right to appeal to the Board of Trustees, and the timeliness of KFCA’s appeal to the Board of Trustees.

For all these reasons, the CCOC did not err in accepting jurisdiction.

II.

Siguel argues, in essence, that the CCOC’s decision was not supported by substantial evidence. Siguel also asserts that the CCOC’s decision was based on erroneous conclusions of law.

In circuit court, KFCA’s counsel recognized that part of the proceeding before the CCOC was neither recorded nor transcribed “until Dr. Siguel was cross-examining my witnesses[.]” The circuit court stated: “There was apparently a failure somewhere along the line to actually record a portion of this hearing, or these hearings below.” On appeal, Siguel argues that the lack of a transcription of the unrecorded portions of the proceedings before the CCOC warrants reversal.

The unavailability of a transcript “does not by itself warrant a new trial.” *Bradley v. Hazard Tech. Co., Inc.*, 340 Md. 202, 208 (1995). *See also Smith v. State*, 291 Md. 125, 133 (1981) (“It would wreak havoc on the administration of justice to require reversal in each and every case in which it is alleged by an appellant that portions of trial testimony have not been preserved verbatim for review.”). In some cases, “deciding an appeal on the merits where possible, even if a full transcript is unavailable, serves the interests of justice and judicial economy.” *Bradley*, 340 Md. at 209. Here, despite the unavailability of a full

transcript, we can determine that the CCOC’s decisions are supported by substantial evidence and not premised on any erroneous conclusions of law.

Siguel argues on appeal that KFCA lacked the authority to require him to reinstall the posts and handrails on the roof. During a portion of the transcription of the hearing before the CCOC, Siguel conceded that the KFCA Charter was “already introduced into evidence[,]” and Siguel sought to introduce it into evidence during his case. The hearing officer replied: “that’s Plaintiff’s Exhibit 1. You don’t need to introduce it again.” Siguel replied in part: “I understand that.” Section 8-103 of the Charter states: “The Assembly, any Titleholder, or first mortgagee, as their interest may arise, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Community Charter and other Governing Documents.” KFCA argues that provision authorizes KFCA to file an action against Siguel for a violation of the Governing Documents. We agree.

Siguel also claims that Section 3-107 of the Charter supports his argument that he is not required to replace the posts and handrails on the roof. Section 3-107 of the Charter states in relevant part: “No Titleholder or Citizen (or their respective invitees) shall take any action or fail to take an action that actually or tends to jeopardize property values or that otherwise might be detrimental to the Properties or to the well-being of Titleholders, Citizens or the Assembly.” Siguel contends that the installation of the posts and handrails on the roof is detrimental to him because they damage the roof. For example, at the CCOC hearing, Siguel testified in detail as follows:

So the whole structure is supported by these nails inside the columns and the structure makes a heavy weight on the column. And because the roof is made of a rubber material, the rubber material is like a sponge. It's soft material. So when the columns stand on the rubber, they create a small depression . . . a indent or a little -- all around the columns is a little depression because of the weight of the columns. But this means -- and the roof, as you may be able to see from the photo, it's not a slanted roof, at least not substantially is inclined. It has a very slight inclination, but very minor and the rubber material, although it's fairly flat, it is not completely flat.

What this means is that when it rains, pools of water form on the roof. And when it snows, the snow melts a little bit and forms a pool of water in there. Also, ever -- almost every time that it snows, depending on weather conditions, the water accumulates around the columns and the snow accumulates, and because this part of the house is very exposed to the weather, it's extremely cold. It has one of the -- I have measured it with a thermometer and it has some of the coldest temperatures in the area, and the water freezes very quickly.

So every time there is snow and ice, it forms an ice barrier that kind of seals the column and doesn't allow water to come out, so the water accumulates around the columns and practically all the columns, they accumulate.

In order to remove the snow, I'm not allowed to use a shovel or any scratching material because the rubber membrane is very thin and it's easy to scratch, and I was instructed not to do that. So we usually remove the snow with -- by hands or something that has to be very soft material that will not scratch. Usually, it's just gloves. And if they can remove the ice or if I go outside very early in the snow, I can use a broom and push things out.

The CCOC, in its decision, examined Siguel's testimony and aptly determined as follows:

Dr. Siguel testified that he spoke with several contractors, including the contractor who did the roof overhang repair, and they either flatly refused to reinstall the columns and railings, or refused to guaranty their work. While the Panel admitted this testimony over objection, the Panel gives it little weight in the absence of any evidence as to what the contractors were specifically asked to do, what the contractors' credentials are, and whether the contractors were representative of the industry.

The CCOC did not err in giving little weight to Siguel’s evidence on this issue. Moreover, as the CCOC noted, KFCA is “charged with ‘beneficially securing and enriching the visual character of’ the community. Charter § 1-103(a).” The CCOC did not err in determining that provision of the Charter permitted KFCA to require Siguel to reinstall the posts and handrails on the roof.

Next, Siguel contends that Section 3-104 of the Charter provides that KFCA must repair the roof. Siguel argues: “For damaged structures, balcony on Owner’s roof, KFCA explicitly limits KFCA to either ask Owner to reinstall them, or KFCA itself does the installation (or waives it entirely), § 3-104.” Section 3-104 of the Charter states in relevant part:

In the event of damage to a Living Unit or other structure which is clearly visible from the exterior, the Titleholder of such Living Unit or other structure shall be obliged to repair or reconstruct the Living Unit or other structure in accordance with its appearance prior to such damage unless the King Farm Architectural Design Trust has agreed to the contrary.

When as here the damage has been “clearly visible from the exterior,” this section requires Siguel, as the owner, to “repair or reconstruct the [home] in accordance with its appearance prior to such damage unless the [ADT] has agreed to the contrary.” The ADT did not agree to the permanent removal of the posts and handrails from the roof. Nor did the ADT agree that it would replace the posts and handrails on Siguel’s roof.

Siguel claims that Section 6-102 of the Charter grants KFCA the exclusive authority to reinstall the posts and handrails on the roof. We disagree. Section 6-102 of the Charter provides in relevant part:

The Assembly shall be exclusively responsible for the control and management of all Community Property which includes Real Property and personal property, as well as any property over which it has responsibilities by virtue of a lease, rental agreement or other contract, easement or agreement. Without limiting the generality of the foregoing, the Assembly shall be responsible for maintaining rights-of-way and improvements thereon, to the extent required by the City of Rockville. The Assembly shall maintain and keep in good order all Community Property and other areas required to be maintained by the Assembly in accordance with the Community Codes. Any provision of the Founding Documents to the contrary notwithstanding, the Assembly *may* also maintain and keep in good order Real Property not owned or otherwise in the custody of the Assembly[.]

(Emphasis added.) This provision makes clear that KFCA “may” “maintain and keep in good order” property that it does not control, but KFCA is not required to do so.

Further, under Section 3-102 of the Charter, Siguel is required to replace the posts and handrails. That Section provides in relevant part as follows:

Changes in the visual appearance of the exteriors of structures and the Lots on which they are situated may not be made until approval has been secured in writing from the [ADT].

Siguel did not obtain approval from the ADT to permanently change the visual appearance of the exterior of the home.

Next, Siguel asserts that KFCA could not appeal the BOCC decision to the Board of Trustees because, according to Siguel, the “Charter allows ONLY aggrieved residents and owners to appeal a BOCC decision[.]” We disagree. Under Section 3-103(d) of KFCA’s Bylaws, Administrative Resolutions are binding on unit owners. Administrative Resolution 4 (“AR4”) establishes “procedures for processing cases of alleged violations of the governing documents of the assembly[.]” AR4 § 4.1 states as follows: “The complainant, if other than the BOCC, or Respondent may appeal a final decision of the

BOCC to the Board of Trustees.” Thus, AR4 authorized KFCA to appeal the BOCC decision to the Board of Trustees. Although the Charter (§ 2-102) and Bylaws (§ 3-102(g)) refer to appeals of a BOCC decision to the Board of Trustees by a “Member” and by “Citizens[,]” the CCOC correctly determined that AR4 authorized KFCA to appeal to the Board of Trustees.

Siguel claims that “CCOC did not decide that each President’s election (every 2 years) got votes required by bylaws[.]” Under these circumstances, the CCOC was not required to decide the legitimacy of each KFCA presidential election. Siguel further contends that the CCOC erred because KFCA did not provide documents related to the votes and minutes of the Board of Trustees. Siguel’s brief states: “no votes, no minutes, no valid decision.” Siguel, however, points to no authority that states that a failure to comply with those procedures invalidates the decision of the Board of Trustees under these circumstances.

Siguel argues that there were procedural failures by the CCOC. However, none of the procedural errors that may have occurred were substantial. Siguel claims that the “CCOC did not provide notice of hearing required by MoCo sec.2A-6(a).” The CCOC sent a letter to Siguel about KFCA’s complaint, and the CCOC included KFCA’s complaint with the letter. KFCA’s complaint adequately put Siguel on notice about the issues to be decided at the hearing.

Siguel claims as follows: “CCOC refused to provide instructions and time limits for testimony ahead of hearing, allowed KFCA all the time it requested, and during Owner’s

testimony, suddenly told Owner it had 3 minutes to complete presentation.” The CCOC hearing was held over three days. The circuit court judge discussed the voluminous record that Siguel created:

I will say, the record’s filled -- and this is more Mr. Siguel’s issue -- it’s just filled with completely irrelevant material. I mean, 1750 or so pages, and I would say 90 percent has nothing to do with what the issues were that needed to be decided. So, I guess that problem is Mr. Siguel’s because he filled this record up with a lot of, in my view, irrelevant and immaterial things. Much like his filings in this court, most of it has nothing to do with the issues that are before the Court today.

KFCA argues that the hearing officer appropriately regulated the hearing under the Administrative Procedures Act of the MCC. We agree. MCC § 2A-8(h)(5) grants the hearing authority the power “[t]o regulate the course of the hearing[.]” MCC § 2A-8(i)(2) grants the presiding officer of the hearing authority the “full authority at all times to maintain orderly procedure and restrict the hearing to relevant and material facts.” Based on our review of the record, the hearing authority properly controlled the course of the hearing.

For all these reasons, the CCOC’s decision was supported by substantial evidence, and its decision was not based on any erroneous conclusions of law.

III.

Siguel contends that the circuit court erred in denying his motion to exclude KFCA as a party based on Md. Rule 7-204. Rule 7-204(a) provides as follows: “Any person, including the agency, who is entitled by law to be a party and who wishes to participate as a party shall file a response to the petition. The response shall state the intent to participate

in the action for judicial review. No other allegations are necessary.” Md. Rule 7-204(c) states: “A response shall be filed within 30 days after the date the agency mails notice of the filing of the petition unless the court shortens or extends the time.” Siguel claims that KFCA’s response was untimely because it was filed before the CCOC’s notice of the petition for judicial review, which was sent on November 23, 2021. Siguel filed his petition for judicial review on August 24, 2021. KFCA filed its response on August 9, 2021. Even if KFCA’s response were premature, we find no error in the court’s decision to accept KFCA’s response under these circumstances. *See Dep’t of Pub. Safety & Corr. Services v. Neal*, 160 Md. App. 496, 509 (2004) (recognizing that Rule 7-204 grants the court discretion to extend the time for filing a response to a petition).

Lastly, Siguel claims that the circuit court erred in failing to write memoranda explaining its denial of several of Siguel’s motions, including his motion for reconsideration, motion for sanctions, and motion to exclude KFCA as a party. While our review by law focuses on the agency, under these circumstances, the court was not required to explain those rulings. Because there is competent, material evidence in the record to support those rulings, the court did not err in denying those motions. We note that the court provided a sufficiently detailed explanation as to its affirmance of the CCOC’s decision.

When we review the decision of an administrative agency or tribunal, “we [assume] the same posture as the circuit court ... and limit our review to the agency's decision.” *Anderson v. Gen. Cas. Ins. Co.*, 402 Md. 236, 244, 935 A.2d 746 (2007). The circuit court's decision acts as a lens for review of the agency's decision, or in other words, “we look not

at the circuit court decision but *through* it.” *Emps. Ret. Sys. of Balt. Cnty. v. Brown*, 186 Md. App. 293, 310 (2009). We have done so in this case.

**JUDGMENT OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**