

Circuit Court for Baltimore County
Case No. 03-C-16-003189

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 41

September Term, 2025

DAVID ROBERT RUMMEL, JR.

v.

VICTORIA RUMMEL

Arthur,
Friedman,
Getty, Joseph M.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Arthur, J.

Filed: March 20, 2026

* 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 Maryland Rule 1-104(a)(2)(B).

A judgment of absolute divorce decreed that the husband’s obligation to pay alimony would terminate if the wife “resid[ed] with an unrelated member of the opposite sex for 300 of 365 days.” Invoking this provision, the ex-husband contended that his obligation to pay alimony had terminated because another man had moved into his ex-wife’s house.

Although the other man had moved in with the ex-wife four years earlier, had no other permanent place of abode, received his mail at the ex-wife’s house, registered, insured, and parked a car at the wife’s house, had the ex-wife’s address listed on his driver’s license, and used the ex-wife’s address during his divorce proceedings, the Circuit Court for Baltimore County concluded that he had not “resided” with the ex-wife for 300 of 365 days. The court reasoned that the man “resided” with the ex-wife only on the days when he spent the night at her house and that he did not “reside” with her on the days when he was temporarily absent from her home. Because the man claimed to have spent the night somewhere other than the ex-wife’s house more than 65 days out of a year, the court concluded that the obligation to pay alimony had not terminated.

The ex-husband appealed. We reverse.

BACKGROUND

On May 26, 2017, the circuit court granted David Robert Rummel Jr. a divorce from Victoria Rummel. In the judgment of absolute divorce, the court embodied the parties’ agreement as to the division of assets, alimony, and other related issues.

In accordance with the parties’ agreement, the court ordered Mr. Rummel to pay \$1,000.00 per month in alimony to Ms. Rummel. The obligation to pay alimony would

terminate upon the occurrence of certain specified events. One of those events was “Wife residing with an unrelated member of the opposite sex for 300 of 365 days[.]”

On August 15, 2024, Mr. Rummel, through counsel, filed a complaint to terminate his alimony obligation. The complaint alleged that Ms. Rummel “has been living with a member of the opposite sex for more than 300 of 365 days in each of the past few years.”

Mr. Rummel’s complaint came before the circuit court for an evidentiary hearing on February 21, 2025. At the outset of the hearing, Mr. Rummel introduced five exhibits.

Exhibit 1 is a copy of the judgment of absolute divorce.

Exhibit 2 is a 12-page, handwritten document that Ms. Rummel prepared and sent to the court in response to the complaint to terminate alimony. On page 1 of the document, Ms. Rummel wrote that “Tom”—Thomas Andersen—“moved in—June 2021.” On the rest of page 1 and on the next 10 pages, Ms. Rummel made a record of the days when Mr. Andersen spent the night somewhere other than her house in Nottingham, Maryland, from June 2021 through August 2024. Viewed in the light most favorable to Ms. Rummel, the record appears to show that Mr. Andersen had spent the night somewhere other than Ms. Rummel’s house at least 65 times a year.

Exhibit 3 is a letter addressed “To Whom It May Concern,” dated August 28, 2024, and signed by Mr. Andersen and his son. In the letter, which he evidently sent to the court in response to the complaint to terminate alimony, Mr. Andersen stated that he was “well aware of the terms” of the judgment of absolute divorce, including the provision under which Mr. Rummel’s alimony obligation would end if Ms. Rummel resided with a member of the opposite sex “for more than 300 out of 365 days per year.”

Mr. Andersen denied that he was “living” at the Nottingham address for more than 300 days a year. He asserted that he had been hospitalized twice, for a total of several months, in 2023. He also asserted that he takes an annual, weeklong fishing trip with his brother in Virginia and that he stays with his son in Middle River on Sundays and every third Monday. He acknowledged, however, that his mail goes to the Nottingham address because he is there “for a majority of the year.” He also acknowledged that a car that he owns jointly with Ms. Rummel is parked in the driveway of the Nottingham residence.

Exhibit 4 is a printout of information from the Maryland Department of Transportation. The printout shows that the address on Mr. Andersen’s driver’s license is the address of Ms. Rummel’s residence in Nottingham. The printout also shows that Ms. Rummel and Mr. Andersen have used the Nottingham address to register and insure the car that they co-own.

Exhibit 5 is a printout from Maryland Judiciary Case Search that reflects the court docket in Mr. Andersen’s divorce proceedings. The docket lists the Nottingham address as Mr. Andersen’s address.

On examination by the attorney for Mr. Rummel, Ms. Rummel stated that Mr. Andersen has not moved out of her house. She agreed that he packs a bag when he goes to visit his son or goes fishing. She confirmed that Mr. Andersen’s mail goes to the Nottingham address “[b]ecause,” she said, “that’s where he is most of the time.” She also confirmed that she and Mr. Andersen bought a car together, that the car is registered at her address in Nottingham, and that Mr. Andersen has told the Motor Vehicle Administration that he lives at the Nottingham address.

Ms. Rummel testified that Mr. Andersen was divorced in 2021 or 2022. He had his own residence for some time but moved in with Ms. Rummel when his lease expired. Ms. Rummel confirmed that Mr. Andersen used the Nottingham address during his divorce proceedings.

Ms. Rummel explained that she created the record of dates “because of the Divorce Decree.” She agreed that Mr. Andersen has resided with her since 2021 for “[a]ll but 65 days” of each year. Referring to her right to alimony, she volunteered that she “was not gonna do anything to mess that up.”

After Ms. Rummel had concluded her testimony, counsel for Mr. Rummel argued that Mr. Andersen resides with her more than 300 days a year and, thus, that the obligation to pay alimony had terminated. He cited dictionary definitions of the verb “reside,” which, he said, include “to occupy a place as one’s legal domicile” and “to settle oneself; to be stationed.” He urged the court not to equate “to reside” with “to spend the night,” as Ms. Rummel evidently did. He concluded that uncontradicted evidence established that Mr. Andersen had resided with Ms. Rummel for 300 days or more since 2021.

The court disagreed. It asserted that the agreement was unambiguous. Implicitly endorsing the contention that “to reside” simply means “to spend the night,” the court stated that Ms. Rummel had not resided with an unrelated member of the opposite sex for 300 or more days in a year. “Clearly” the court said, “that is what Ms. Rummel believed it meant.” The court cited Ms. Rummel’s practice of keeping a log as evidence of her belief about what the agreement meant.

In an order docketed on February 25, 2025, the court denied Mr. Rummel’s request to terminate alimony and ordered him to pay \$6,000.00 in arrearages that had accrued since he filed his complaint.

On March 10, 2025, Mr. Rummel noted a timely appeal. Ms. Rummel did not file a brief and, thus, was not permitted to present argument. Md. Rule 8-502(d).

QUESTION PRESENTED

Mr. Rummel presents one question, which we quote: “Did the trial court err by failing to apply the plain and unambiguous meaning of the term ‘residing’ as used in the Judgment of Absolute Divorce?”

For the reasons stated herein, we conclude that the court erred in interpreting the unambiguous terms of the parties’ agreement, as embodied in the judgment of absolute divorce. Consequently, we shall reverse the judgment and remand the case for further proceedings consistent with this opinion.

DISCUSSION

Although this case involves the interpretation of a judgment of absolute divorce, the central question presented is essentially one of contract interpretation: the judgment included the parties’ agreement that Mr. Rummel’s obligation to pay alimony would terminate if Ms. Rummel was “residing with an unrelated member of the opposite sex for 300 of 365 days[.]”

There is no dispute that Mr. Andersen is “an unrelated member of the opposite sex” from Ms. Rummel. If Mr. Anderson has “resided” where Ms. Rummel “resides,” then she has necessarily “resided” with him. Consequently, the only questions are

whether Mr. Andersen has “resided” at Ms. Rummel’s house for 300 or more days out of 365.

“‘The interpretation of a contract, including the determination of whether a contract is ambiguous, is a question of law,’ which we review de novo.” *Ocean Petroleum, Co. v. Yanek*, 416 Md. 74, 86 (2010) (quoting *Clancy v. King*, 405 Md. 541, 556-57 (2008)) (internal quotation marks and citations omitted).

“Courts in Maryland apply the law of objective contract interpretation, which provides that ‘[t]he written language embodying the terms of an agreement will govern the rights and liabilities of the parties, irrespective of the intent of the parties at the time they entered into the contract, unless the written language is not susceptible of a clear and definite understanding.’” *Dumbarton Improvement Ass’n v. Druid Ridge Cemetery Co.*, 434 Md. 37, 51 (2013) (quoting *Slice v. Carozza Props., Inc.*, 215 Md. 357, 368 (1958)); *accord Huggins v. Huggins & Harrison, Inc.*, 220 Md. App. 405, 417 (2014). Under the law of objective contract interpretation, “[a] contract’s unambiguous language will not give way to what the parties thought the contract meant or intended it to mean at the time of execution.”” *Dumbarton Improvement Ass’n v. Druid Ridge Cemetery Co.*, 434 Md. at 51-52 (quoting *Sy-Lene of Washington, Inc. v. Starwood Urban Retail II, LLC*, 376 Md. 157, 167 (2003)); *accord Huggins v. Huggins & Harrison, Inc.*, 220 Md. App. at 417.

“Our task, therefore, when interpreting a contract, is not to discern the actual mindset of the parties at the time of the agreement, but rather, to ‘determine from the language of the agreement itself what a reasonable person in the position of the parties would have meant at the time it was effectuated.’” *Dumbarton Improvement Ass’n v.*

Druid Ridge Cemetery Co., 434 Md. at 52 (quoting *General Motors Acceptance Corp. v. Daniels*, 303 Md. 254, 261 (1985)); accord *Huggins v. Huggins & Harrison, Inc.*, 220 Md. App. at 417. “This undertaking requires us to restrict our inquiry to ‘the four corners of the agreement,’” *Ocean Petroleum, Co. v. Yanek*, 416 Md. at 86 (quoting *Cochran v. Norkunas*, 398 Md. 1, 17 (2007)), “and ascribe to the contract’s language its ‘customary, ordinary, and accepted meaning.’” *Id.* (quoting *Fister v. Allstate Life Ins. Co.*, 366 Md. 201, 210 (2001)) (internal quotation marks and citation omitted).

To determine the ordinary and accepted meanings of contractual language, Maryland courts may look to dictionary definitions. See, e.g., *Credible Behavioral Health, Inc. v. Johnson*, 466 Md. 380, 394-95 (2019) (citing *Pacific Indem. Co. v. Interstate Fire & Cas. Co.*, 302 Md. 383, 388 (1985)); *W.F. Gebhardt & Co. v. American European Ins. Co.*, 250 Md. App. 652, 668 (2021). This case turns on the definition of the word “residing,” which is the present participle of the verb “to reside.”

Merriam-Webster defines “reside” to mean “to dwell permanently or continuously: occupy a place as one’s legal domicile.” <https://www.merriam-webster.com/dictionary/reside>. Black’s has defined “reside” to mean to “[l]ive, dwell, abide, sojourn, stay, remain, lodge[,]” and “[t]o settle oneself or a thing in a place, to be stationed, to remain or stay, to dwell permanently or continuously, to have a settled abode for a time, to have one’s residence or domicile[.]” *Black’s Law Dictionary* 1176 (5th ed. 1984). Both definitions envision that persons reside where they “dwell,” whether “permanently or continuously.” Similarly, both definitions recognize that the question of where someone “resides” is related to the question of “domicile.” “Domicile” is

generally a question of intent, *see, e.g., Blount v. Boston*, 351 Md. 360, 368 (1998), which “‘may. . . be more satisfactorily shown by the acts of the individual, rather than by his words.’” *Id.* (quoting *Harrison v. Harrison*, 117 Md. 607, 614 (1912)).

Mr. Andersen’s acts establish, as a matter of law, that he “resides” with Ms. Rummel and that he has “resided” with her since he, in Ms. Rummel’s words, “moved in” in June 2021. Mr. Andersen has had no other continuous or settled place of abode since his lease on another property expired just before he moved in with Ms. Rummel. He receives his mail at Ms. Rummel’s address. His driver’s license lists Ms. Rummel’s address as his. He has registered and insured a car, using Ms. Rummel’s address. He parks that car at Ms. Rummel’s address. The court records from his divorce confirm that he lives at Ms. Rummel’s address. Finally, when he leaves, temporarily, to visit his son or to go fishing or hunting, he packs a bag, because he obviously plans to return to Ms. Rummel’s house, his settled place of abode. On these facts, no reasonable person could conclude other than that Mr. Andersen has “resided” with Ms. Rummel since June 2021.

We reject the contention that Mr. Andersen “resides” with Ms. Rummel only when he spends that night at her house. Mr. Andersen does not “reside” with his son when he packs a bag and goes to stay at his son’s house for the weekend. He does not “reside” in a hotel or a campground when he goes away on a week-long fishing or hunting trip. He did not “reside” in a hospital when he was temporarily under the care of others. He resides at Ms. Rummel’s residence in Nottingham, where he receives his mail, where his car is registered, insured, and parked, where his driver’s license says he lives, and where the Maryland court system would have sent notices to him during his divorce proceeding.

In this regard, we note that, under section 11-108(2) of the Family Law Article of the Maryland Code (1984, 2019 Repl. Vol.), “alimony terminates . . . on the marriage of the recipient[.]” Under the statute, however, alimony does not terminate merely because “the recipient lives in a ‘marriage type relationship’ with another person.” *Whittington v. Whittington*, 172 Md. App. 317, 341-42 (2007). Obviously, the parties drafted the agreement in this case in order to address the limitations of the statute and to ensure that Ms. Rummel would not continue to receive alimony if she entered into a marriage-like relationship with a person of the opposite sex but opted not to get married, as she has done in this case.

It makes no difference that Ms. Rummel claims to have held the subjective belief that Mr. Andersen does not “reside” with her on the days when he spends the night somewhere else. An unambiguous agreement, like the agreement before us, means what a reasonable person in the position of the parties would have understood it to mean. *Dumbarton Improvement Ass’n v. Druid Ridge Cemetery Co.*, 434 Md. at 51-52; *accord Huggins v. Huggins & Harrison, Inc.*, 220 Md. App. at 417. A reasonable person in the position of the parties would not have understood the agreement to mean that Mr. Andersen “resides” with Ms. Rummel only when he spends the night at her house.

In summary, Mr. Andersen “resides” where he dwells permanently or continuously or where he has a settled abode. He does not “reside” wherever he lays his head. The facts of this case establish, as a matter of law, that Mr. Andersen has “resided” with Ms. Rummel since June 2021. Therefore the circuit court erred in concluding that

Ms. Rummel has not “resided” with an unrelated member of the opposite sex for more than 300 of 365 days and in denying Mr. Rummel’s request to terminate alimony.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY REVERSED.
CASE REMANDED TO THAT COURT
FOR FURTHER PROCEEDINGS
CONSISTENT WITH THIS OPINION;
COSTS TO BE PAID BY APPELLEE.**