UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Gerald Trainor v. Mark Glagola, et al.

Trainor · No. 1:23-cv-00881-JMC · Decided February 20, 2026

SUMMARY

The United States District Court for the District of Maryland denied Gerald Trainor's motion to alter or amend the judgment following a bench trial. The court reaffirmed its findings that Mark Glagola's participation in proceeds from the Penn Commerce/Condor project was a promote rather than a commission subject to the parties' split agreement or Glagola's independent contractor agreement with Transwestern Carey Winston, LLC. The court concluded that the motion did not satisfy the standards under Federal Rules of Civil Procedure 52(b) or 59(e).

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	J. Mark Coulson
JURISDICTION	United States District Court for the District of Maryland
DECIDED	February 20, 2026
DOCKET	1:23-cv-00881-JMC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rules of Civil Procedure 52(b) and 59(e) to alter or amend the judgment entered after a bench trial. The court denied the motion.
STANDARD OF REVIEW	A Rule 52(b) motion may be granted to correct manifest errors of law or fact or, in limited circumstances, to consider newly discovered evidence. A Rule 59(e) motion may be granted to accommodate an intervening change in controlling law, account for new evidence unavailable at trial, or correct a clear error of law or prevent manifest injustice; mere disagreement with the court's decision is insufficient.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

motion for reconsideration · contract interpretation · contracts · commercial · civil procedure

PRACTICE AREAS

contract law | commercial real estate | civil procedure | post-judgment motions

QUESTIONS PRESENTED

1. Whether Trainor satisfied the standards under Federal Rules of Civil Procedure 52(b) or 59(e) for altering or amending the prior judgment.
2. Whether the court's findings that Glagola's Penn Commerce/Condor participation was a promote rather than a commission, and was outside the 2018 Split Agreement and QREA agreement, constituted a manifest or clear error.
3. Whether the court properly considered extrinsic evidence after determining that the 2018 Split Agreement was ambiguous as to the meaning of commissions.

HOLDINGS

1. The motion to alter or amend must be denied because Trainor's arguments primarily reasserted trial arguments and disagreements with the court's factual findings and legal conclusions, without establishing a manifest error, clear error, intervening change in controlling law, newly available evidence, or manifest injustice.
2. The Penn Commerce/Condor payment was a promote, including a one-off promote participation designed to mimic a traditional investment opportunity, and was not a commission subject to the 2018 Split Agreement.
3. The QREA agreement's Section 2(d) reasonably excluded Glagola's participation from the agreement because it covered not only investments but participation in or ownership of other businesses, ventures, enterprises, or investments, subject to the stated conditions.
4. The court properly considered extrinsic evidence because it had already determined that the 2018 Split Agreement was ambiguous and did not define precisely what the parties agreed to split.

KEY QUOTATIONS

> *"Rule 52(b) is meant to "correct manifest errors of law or fact or, in some limited situations, to present newly discovered evidence.""* (II)

> *"Nor does it allow a party "to introduce evidence that was available at trial but was not proffered, to relitigate old issues, to advance new theories, or to secure a rehearing on the merits.""* (II)

> *"A fair reading of this language excludes not only "investments" from the QREA but any type of participation in or ownership of an interest, whether or not requiring the out-of-pocket investment of capital by the participant."* (III.B)

FACTUAL BACKGROUND

Trainor and Glagola were commercial real estate professionals who worked on projects for Transwestern Carey Winston, LLC. Their dispute concerned whether Glagola's payment from Transwestern Development Company, arising from the Penn Commerce/Condor project, was a commission subject to the parties' 2018 Split Agreement or participation in a separate project promote outside that agreement and Glagola's QREA agreement with TCW.

The project was unusual because the customer supplied all of the equity, and Glagola received a one-off participation agreement that did not require an out-of-pocket investment.

PROCEDURAL HISTORY

Gerald Trainor and Mark Glagola litigated claims concerning the interpretation and application of a 2018 Split Agreement and a QREA independent contractor agreement to Glagola's participation in proceeds from the Penn Commerce/Condor project. After a bench trial, the court entered findings of fact and conclusions of law determining that Glagola's participation was outside the scope of both agreements and that he was entitled to retain the proceeds. Trainor timely moved to alter or amend the judgment, and the court denied that motion on February 20, 2026.

DISPOSITION

other

CASES CITED

- Chavez-Deremer v. Medical Staffing of America, LLC, 147 F.4th 371, 414 (4th Cir. 2025)
- Fontenot v. Mesa Petroleum Co., 791 F.2d 1207, 1219 (5th Cir. 1986)
- Pac. Ins. Co. v. Am. Nat'l Fire Ins. Co., 148 F.3d 396, 403 (4th Cir. 1998)
- Hutchinson v. Staton, 994 F.2d 1076, 1082 (4th Cir. 1993)
- Glagola v. Transwestern Development Company, et al., 21-1230-JMC, 2022 WL 2916169 (D. Md. July 25, 2022), aff'd, 22-1890, 2023 WL 4759124 (4th Cir. May 5, 2023)
- Rock Spring Plaza II, Inc. v. Invs. Warranty of Am., 618 F. Supp. 3d 262, 267 (D. Md. 2022)