MEMORANDUM

TO: Sean O'Brien, General President, International Brotherhood of Teamsters

FROM: Timothy S. Hillman, Independent Investigations Officer

DATE: July 3, 2026

RE: Proposed Charges Against L-294 President Thomas Quackenbush and former Principal Officer John Bulgaro

I. RECOMMENDATION

The Independent Investigation Officer (IIO) refers this report to the IBT General President with the recommendation that charges outlined herein be adopted and filed against Local 294 ("L-294" or the "Local") Member and current President and Principal Officer Thomas Quackenbush ("Quackenbush") and former Local member and former Principal Officer and President John Bulgaro ("Bulgaro") for their actions as outlined in detail in Section III (A) (1) based upon their violations of the IBT Constitution and Local 294's Bylaws.

II. RELEVANT REGULATIONS/BYLAWS FRAMEWORK

Before and during the period relevant to the misconduct at issue, Bulgaro was a member of the Teamsters for over fifty years and had served as President of L-294 for well over thirty years. Tr. 15[1]; Ex. 05. Quackenbush has been a member of the Teamsters since 1993 and began serving as Secretary-Treasurer under Bulgaro in 2015. In 2023, Quackenbush became the Principal Officer upon Bulgaro's retirement. Tr. 10-11.

As union officials, both Bulgaro and Quackenbush are expected to abide by all the appropriate directives and prohibitions with respect to the management of funds and property of the union. Any actions taken by them must have conformed with the rules and regulations set forth in federal law, including, but not limited to, the Labor Management Reporting and Disclosure Act ("LMRDA") found at 29 U.S.C. § 401 et. seq.; the IBT Constitution; and Local 294's Bylaws. This triumvirate of directives and prohibitions related to union activities align to underscore the same admonitions: officers have a fiduciary duty to manage the funds and

[1] The sworn statement of Thomas Quackenbush is attached as Appendix 1. Exhibit 5 from the sworn examination is also included with this submission. The exhibit numbers follow the notation of the exhibits as used during the sworn examination.

property of the union for the benefit of the union and its members in accordance with the union's constitution and bylaws.[2] The requirement that actions should be in the best interests of the organization and its members has a parallel prohibition: union funds cannot be used for individual enrichment.[3]

Moreover, additional guidance and decisions throughout the years have made it clear that intentional mismanagement of property and funds is on equal footing with an individual simply abdicating his role and/or failing to take steps to understand, comply with, and carry out the duties and responsibilities of the office that each person holds. (See *United States v. Teamsters* [Carey and Hamilton], 247 F.3d. 370, 379 (2d Cir. 2001) wherein the Appellate Court upheld the IRB's finding that "there was ample evidence before the IRB to support its decision that [the defendant] breached his fiduciary duty when he *failed to inquire* into the contributions that resulted in a benefit to his campaign…..")(emphasis added).

The IBT Constitution requires that "Local Union Secretary-Treasurers shall maintain a bookkeeping system as prescribed by the General Secretary-Treasurer and approved by the General Executive Board."[4] L-294's "bookkeeping system" was such that monies coming to the Local were governed by the rules set forth in the Local's Bylaws[5]:

> The President, subject to the provisions of Article XXIII, Section 3, of the International Constitution, together with the (Secretary-Treasurer) shall sign all official documents, deeds, mortgage bonds, contracts, or other

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[2] Additional guidance for Union officers can be found in, *inter alia*, the LMRDA Compliance - A Guide for New Union Officers (Last Updated: 6-20-23) which reminds officers that the LMRDA imposes a duty on union officers to manage the funds and property of the union solely for the benefit of the union in accordance with its constitution and bylaws. Available at https://www.dol.gov/sites/dolgov/files/olms/regs/compliance/comp_pubs/lmdra_guidefornewofficers.pdf

[3]From its inception, the LMRDA's Section 501(a) was drafted in accordance with House Committee's directive that Section 501(a) ensure that actions were "for the benefit of employees whom the unions represent *** and not for the personal profit and advantage of the officers and representatives of the union." H.R. Rep. No. 86-741, at 11 (1959), *reprinted in* 1 NLRB, Legislative History of the Labor-Management Reporting and Disclosure Act of 1959 at 769. Available at https://hdl.handle.net/2027/hvd.32044031919723?urlappend=%3Bseq=831

3 Manual for Secretary -Treasurers (2012 edition) at iv.

[4] IBT Const., Art. XXIII, § 4 (2021). Note that at all times relevant to the charged conduct, the IBT Constitution adopted by the 30th International Convention in June 2021 was in force

5 Local 294's Bylaws are attached as Appendix 2.

> instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these Bylaws or law may require of him.

L-294 Bylaws at § 7(D). The Bylaws further provide the Secretary-Treasurer to "keep itemized records, showing the source of all monies received and spent, and shall keep records, vouchers, work sheets, books and accounts and all resolutions to verify [the quarterly] report." Id. at § 9(A).

Of note in this case, the IBT Code of Conduct, Section C (11), "Gifts from Vendors or Other Service Providers" provides as follows: "International Union officers, employees and representatives are prohibited from accepting money or other things of value from any employer, vendor or service provider in violation of federal law or International Union policy." International Union policy prohibits this activity because accepting any gift or thing of value from any employer, employer representative, service provider, vendor or potential vendor in violation of applicable law or in circumstances would create a conflict of interest or the appearance of undue influence. The policy advises that the unions "… must avoid any gift or situation that violates the law or creates the appearance that decisions concerning the expenditures of International Union funds or other International Union decisions are subject to any improper influence."

III. JURISDICTION

Pursuant to Paragraph 32 of the Final Agreement and Order, the IIO designates this as a matter within the jurisdiction of the General President. The Final Order requires that within 90 days of the IIO's referral to him, the General President must file with the Independent Review Officer ("IRO") written findings setting for the specific action taken and the reason for such action.

IV. BACKGROUND

Local 294 is located at 890 Third Street, Albany, New York and, per the 2025 LM-2, had approximately 5,498 members who are engaged in transportation with a focus on Commercial Driver's License truck drivers and warehouse industries. In describing the various types of work done by union members, Quackenbush also mentioned construction, freight and movies. Tr. 107-108.

As noted, during the applicable time period, Bulgaro was the President and principal officer of Local 294. He was elected Secretary-Treasurer in 1993, became President in 1999 and held the office of President from 1996 until his retirement on April 1, 2023.

Quackenbush became a Teamster in 1993 while working for UPS. Tr. 8. Later, Quackenbush became a full-time employee of Local 294 in 2010 as a business agent. Tr. 9-10. In 2015, Quackenbush assumed the role of Secretary-Treasurer working with Bulgaro until Quackenbush became the Principal Officer and President in April of 2023 upon Bulgaro's retirement. Tr. 8.

The Retirement Party

According to Quackenbush, Bulgaro told him in the fall of 2021 that the upcoming term would be Bulgaro's last one. Tr. 22. In 2022, Bulgaro announced that he would be retiring but did not specify the date. Tr. 23. Quackenbush began planning for the event which took place in March of 2023.Tr. 24. In or about November of 2022, Quackenbush entered into a contract with the Crowne Plaza Hotel, also referred to, interchangeably, as the Desmond Hotel. Tr. 16-17. Quackenbush was aware that the Crowne Plaza was a union hotel located in Albany although it was not part of the Teamsters. Id. With respect to the retirement party, the Crowne Plaza was a third-party vendor who supplied the venue, dinner, cocktails, staff, and oversaw other functions related to Bulgaro's retirement party. The Crowne Plaza agreed to provide a block of guest rooms that could be reserved, a banquet hall and catering and audio-visual equipment. Tr. 37. Attendees could purchase tickets for seating at tables within the venue. Id. A printer was hired to print invitations as well as assembling and printing a retirement tribute book. Id. A band and a photographer was hired. Tr. 40.-41. Individuals could also purchase an "ad" for the retirement tribute book. Tr. 51. There were three levels of ads including a "gold ad" which was a full page and cost $3,000 and had a gold edge. Tr. 52. There was also a silver ad (also full page) with a silver edge. The prices were $3000 (for the gold); $2000 for the silver; $1,000 for the full; and $500 for the half. Id.

At a February 5, 2023, Executive Board meeting, Bulgaro "again discussed his plans to retire as of April 1, 2023, and to also resign his position as President of the local on that date." Ex. 20 at p. 4. At the same meeting, Quackenbush was appointed to succeed Bulgaro as of April 1. The next month, on March 5, 2023 (at a meeting at which Quackenbush presided in Bulgaro's absence), the Executive Board voted unanimously to hire Bulgaro as a "part time employee at 500.00 dollars starting April 1st, 2023, a month [*sic*]." Ex. 21 at p. 4. *See also* Tr. 107. Quackenbush explained that he was "a bit nervous to take on the new role…." Tr. 107-108. Quackenbush stated he had "no clue" about some of the responsibilities of being President because he "never represented construction," "never represented freight," and "never handled the movies." Tr. 108. In return for Bulgaro's "knowledge," Bulgaro received a salary of $500 a month because, as he explained to Quackenbush, "I wouldn't mind my union dues being paid each month." Tr.108.

It also appears that "part time" position was constructed so that Bulgaro would still be eligible for health insurance, the Local having on Oct 5, 2021, adopted a unique "health insurance at retirement plan." Ex. 22; *see also* Tr. 109-110. Quackenbush testified that at the time this policy was enacted, there was only one employee and officer who was eligible for coverage under the program: John Bulgaro. Tr. 113-114.

V. INVESTIGATIVE FINDINGS

a. QUACKENBUSH

First Charge: Violation of IBT Const. Art. XIX, § 7(b)(3) Breach of Fiduciary Obligation owed to the Union by a conversion of union's funds or property to an individual, to wit, John Bulgaro.

Second Charge: Violation of IBT Const. Art. XIX, § 7(b)(1) Lack of internal accounting controls and failure to perform his duties specified under the Local Union's Bylaws, thereby violating his obligations and bringing reproach upon the union.

Under the Local's bylaws and the IBT Constitution, Quackenbush as Secretary-Treasurer had the responsibility, ability, and the duty to sign all official documents, deeds, contracts, and all checks drawn on the Local's bank accounts. Quackenbush also had the authority to disburse or order the distribution of all monies necessary to pay the bills, obligations, and current operating expenses of the Local.

Quackenbush signed a contract with the Crowne Plaza which was finalized on December 23, 2022. Tr. 26. Ex. 03. The only signature on the contract for L-294 was Quackenbush's. Under the terms of this contract, no down payment for the party was required. When asked about how the terms of the contract would work, Quackenbush's answers were muddled and internally inconsistent. Tr. 28. His explanation as to why a down payment was not required was unclear and he seemed confused as to the procedure. He claimed the downpayment was not required because "[w]hen we went over to the Crowne Plaza based on how we handled prior [sic] like Kevin Hunter's retirement party, we were running through the Local treasury any monies." Quackenbush continued saying, "[it] would be a separate checking account set up like we did for Kevin's party. I wasn't that involved with it, but I know that it wasn't through the Local treasury I want to do that." Tr. 28. Quackenbush further testified that "so they weren't going to require – I believe they weren't going to require a down payment because they were going to have all the money." Id. Quackenbush further explained, however, that the checks would be made out to the Crowne Plaza, Tr. 29, "[b]ut not sent to the Crowne Plaza. …. they wanted to have a checks and balances per se, so the money was sent to the Labor Temple [the office location of Local 294] here, the checks to be collected, recorded and brought over to the hotel." Id.

It became clear that Quackenbush had no precise knowledge of how the matters were handled when checks for the event arrived addressed to him at the Labor Temple. When asked if the Local photocopied the checks coming in, Quackenbush initially testified that "I believe they did." When asked again whether there were photocopies of the checks, Quackenbush testified "I don't know." Tr. 31. Quackenbush also did not know who was sending checks in or for what purpose. When asked if the payments were for tickets or ads, he responded, "Again, I didn't look at the checks or ever how the payment was, but…." Tr. 34. When asked later about his statement that the original plan was to set up a separate checking account," Quackenbush replied, "Exactly like it was for Kevin Hunter's." Tr. 35. When asked, "[s]o with Kevin Hunter's, that's what was done. Right?" Id. Quackenbush replied, "I wasn't as involved but I believe a separate checking account through the venue or through the venue or the family of. I'm just not sure, but I know that it wasn't run through the Local." Tr. 36.

During the sworn examination Quackenbush was shown a check drawn on L-294's account for $4,000.00 payable to the Crowne Plaza. Ex. 1, *see also* Tr. 55-59. The check had a notation which read, "JB retirement, indirect contribution to charity." When asked about this check, Quackenbush originally claimed the money was for an advertisement. However, that did not appear to be correct because the top price for an ad was $3,000. Tr. 56. When asked to explain why the check's notation read "indirect contribution to charity," Quackenbush stated, "I can't explain it. I think it would be – "JB retirement, indirect contribution to charity." Id. When asked what charity the Local was contributing to, Quackenbush stated, "I don't want to speak for Ben Dwyer's job[6], but I believe he has to dedicate it to a certain --- I really don't know." Id. The determination as to whether this check was a proper distribution of Local's funds was Quackenbush's responsibility and he failed to provide the oversight and guidance his position required. Quackenbush was asked about the notation on the check stub that read "3101 local charities." Id. When asked if that was an account in the books of the Local, Quackenbush said that "[w]ithout looking I wouldn't be able to say." Id. When asked if the Local have accounts in their bookkeeping system for allocating payments, Quackenbush replied "yes." Id. When asked "is local charities an account within the bookkeeping system of local Union 294, Quackenbush replied, "I don't do the bookkeeping. I'm just not certain what is it [sic]." Id. However, when further questioned about the check, it was pointed out to Quackenbush that he had signed the check and that he had responsibility for overseeing the financial accounts of the local union. Tr. 58. Quackenbush responded in the affirmative. Id. When asked again "so you're aware that the local union has a local charities account in its bookkeeping system. Right?" Id. Quackenbush now answered, "Yes." Id.

It should be noted that as Secretary-Treasurer, it was Quackenbush's job to "keep a correct account of all **monies paid to and paid out** by the Local Union." Bylaws at § 9(D) [p.6] (emphasis added). He was then asked again about Exhibit 07, the payment to Crowne Plaza. He was asked, "it wasn't paid to a charity? Right?" Quackenbush claimed, "I don't recall." When pressed again as to whether or not the Crowne Plaza was a charity, he said, "no." Tr. 59.[7]

Quackenbush was also questioned about another Local 294 check. Ex. 08. This was a check drawn on Local 294's account and payable in the amount of $15,000 to Crowne Plaza. This check was dated March 15, 2023, and the memo on the check read "JB retirement dinner."

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[6] In correspondence between Dwyer and Crowne Plaza, Dwyer listed his title "Assistant to the President." See Exhibit 05.

[7] Based upon additional statements made later during the examination made by Quackenbush, Tr. 73-74, it appears that he added the notation "indirect contribution to charity" because he knew that the Local's funds could not be used simply to provide money to Bulgaro. The notation that this was an "indirect contribution" to an unnamed charity is misleading and appears to be a clumsy attempt to hide both the source of the funds and the recipient of those funds.

This check had only one signature – John Bulgaro's – even though Local 294 has a two-signature requirement. Tr. 60. Quackenbush explained that the money was for tickets for Local members to attend the retirement party. Quackenbush explained that 120 members could attend based upon the amount of money being paid by the Local. When asked if he still had the list of the members who did attend, Quackenbush said, "I don't have it. I'm assuming that it was attached to the minutes or whatever." Tr. 62. When asked if the retirement dinner was intended as a fund raiser for charity, Quackenbush stated the following: "No, I mean it was intended to be a fund raiser, not a fund raiser but it was intended to send off a 47- year member . . . ." Tr. 63.

During the examination at this point, Quackenbush said "there's a back story." Tr. 64. He said he received a phone call from a person inquiring about the event. Despite not knowing who this person was [and the individual did not identify herself], Quackenbush spoke to her about the funds. Tr. 64. The individual inquired as to "where the excess money, if any, would go." Id. Quackenbush told her "Well, to the honoree, to John Bulgaro." Id. Quackenbush claimed he then placed a call to Fred Zuckerman, the IBT's General Treasurer-Secretary. Tr. 64. Zuckerman told Quackenbush that "you cannot use these funds of Teamster affiliated restricted money to go as a gift to the honoree." Tr. 65. Quackenbush then claimed that "I tried to do my due diligence and make sure that the amount of money – that's where it came into the charities when you asked earlier were on the onset looking for this to be a charitable event. No, but I did after that." Tr. 65. Quackenbush did state that the Teamster money was "what I call restricted monies" coming in. Id. Quackenbush was asked whether Zuckerman said "anything about employer money going to Mr. Bulgaro?" Tr. 66. Quackenbush said, "I don't recall that, but I know that you can't, you know, employer money can't be used as a gift, so with all that in mind, any restricted monies that were to come in which I considered restricted I would want to make sure that we were giving to charity in excess [*sic*]." Tr. 66-67.

It is clear from this and other testimony from Quackenbush that, while he claimed he knew that Teamster money could not go to the honoree as an individual, he looked for ways around that prohibition. Whether he deliberately neglected, ignored, or was ignorant of the rules which prohibited gifts of the money to John Bulgaro, is unclear. His intent, however, was that the money would go to Bulgaro. When asked, "[w]hat were you going to do with the excess money?" Quackenbush stated, "I answered earlier it would go to John Bulgaro." Tr. 70. As Quackenbush explained, "If the employer money was fully used – to put on the event, I would be okay. But to do that, but if it wasn't, then, I would have to segregate the overage, anything that wasn't." Tr. 72.

Quackenbush had already admitted that he never looked at the checks coming into the Local, so the follow-up of "segregation" or due diligence was long past. Quackenbush already testified earlier in his statement that he did not know who was sending checks in or for what purpose. Since the checks were sent to the vendor, Crowne Plaza, and if no photocopies were made, it would be difficult for Quackenbush to claim he did *any* due diligence in this regard.

Quackenbush's disposition of the funds was clearly stated in a letter/email to Crowne Plaza. Ex.11. This communication was dated March 23, 2023. Quackenbush wrote to the individual organizing the affair at the Crowne Plaza and directed him to make out the following checks: three checks in the amount of $15,000 to each of the following organizations: Teamsters Care; Center for Disability Services Foundation and the Teamster Scholarship Fund. Quackenbush – and this is after his conversation with Zuckerman - then wrote "*After all dinner related expenses have been paid any overpayments should be returned to John Bulgaro.*" Id. (emphasis added). This directive was in direct contravention to the original understanding that all remaining funds should be returned to the Local and, also in violation of the IBT Constitution, the Local's Bylaws, and the provisions cited herein in the LMRDA.

As a result of the directions provided by Quackenbush to Crowne Plaza regarding the "excess" funds (it should be noted that Quackenbush made no reference to restricted or unrestricted funds at that point), the final accounting shows that Crowne Plaza wrote a check to Viking Tours in the amount of $12,081.70, listed in Exhibit 12. Tr. 85. This amount is listed as an expense and Quackenbush described it as a trip that Bulgaro wanted and that "apparently the hotel paid for it through the proceeds." Tr. 86. Quackenbush's uncertainty about the trip payment appears to be disingenuous on his part because he had just directed the Crowne Plaza to give the excess funds to Bulgaro. When asked if Bulgaro picked out this tour, Quackenbush replied, "He went on it, so he must have. I don't know. I would assume." Tr. 86. According to the trip invoice, Bulgaro was accompanied by a woman who Quackenbush described as Bulgaro's "significant other." Tr. 87. The woman was not a Teamster or a member of the Local.

There was also a check written by Crowne Plaza in the amount of $53,716.92 payable to John Bulgaro. Tr. 88; Ex.12. On the hotel spread sheet, it was identified as "advanced deposit refund." Id. When asked if Bulgaro had placed any deposit on the event, Quackenbush replied, "Not that I'm aware of." When asked if that "entry is simply a check to Mr. Bulgaro for the excess funds raised through this event," Quackenbush stated, "[t]hat's what it appears. I would say yes." When asked if in fact, the money was "not a deposit refund of a deposit placed by anyone. Right?" Quackenbush answered, "I agree with you, yes, at least not that I'm aware." Id.

Finally, Quackenbush was asked about multiple additional checks totaling $5,125.00 and all payable to Bulgaro. Quackenbush explained that he was made aware that monies came into Crowne Plaza after the event and he told the representative from Crowne Plaza, "well, if you have a check, let me get it to John. Let me know." Tr. 90. The unholy financial alliance between Quackenbush and Crowne Plaza as to how to handle excess funds was set earlier as Quackenbush explained: "You know, I had a conversation with him [the Crowne Plaza representative] based upon the original letter that I had signed saying everything goes to John Bulgaro after the event, the proceeds after this is cut, this is cut." Tr. 90.

These final matters provide further insight into the illegal behavior of both the President and the Secretary-Treasurer of the Union who, by obtaining funds from prohibited sources, and in violation of union rules, in enabled Bulgaro to purchase a vehicle for himself and a cruise with another individual.

According to Quackenbush, "as money was coming in and there was an appearance that we were going to have more than enough money to make sure that I was covering the restricted….John [Bulgaro] at one point….there was a conversation because everybody knew John was going to need a vehicle because the vehicle he was driving was the union vehicle that he would no longer have." Tr. 95-96. According to Quackenbush, Bulgaro "had asked the hotel if they would be able to, what is the right word, issue a check to the Cadillac dealer if there were – whatever the amount was to offset or pay for a vehicle because he was no longer going to have a vehicle." Tr. 96. Initially, the hotel said it could be done but then the hotel controller or accountant said they were not able to do that. Id.

b. BULGARO

First Charge: Violation of Art. XIX, Section 7(3) Breach of Fiduciary Obligation owed to the Union by a conversion of union's funds or property to an individual, that being Bulgaro who was then in the position of President.

Second Charge: Violation of Art. XIX, § 7(b)(3) and § 7(b)(13) Breach of Fiduciary duty owed to the Union by accepting funds from an employer/vendor.

Bulgaro was a Teamster for over fifty years and spent decades as the President. He knew, or should have known, the restrictions on the use of monies which come into the possession of a union. There can also be no question that he knew, or should have known, that an individual -- particularly one who served in a fiduciary capacity as the President of a Local -- could never receive or obtain or solicit any individual benefit. The law is clear: [i]n his role as a constitutional officer of a labor union, [Bulgaro] had the fiduciary duty "to hold [the union's] money and property solely for the benefit of the organization and its members and to manage … and expend the same in accordance with its constitution and bylaws and any resolutions of the governing bodies adopted thereunder." 29 U.S.C. § 501(a)(4).

Not only did Bulgaro take proceeds to which he was not entitled, he dealt directly with the third-party vendor who was hired by the Union to host his retirement party and made specific demands which included payment for a cruise and the purchase of a Cadillac. He was familiar with the vendor, Crowne Plaza according to Quackenbush. When asked whether Local 294 had events at that venue, Quackenbush replied, "Often." Tr.17. In addition to the prohibition on the use of the monies which should have been returned to the Local, there is an additional layer of illegality because of the status of Crowne Plaza as an employer of persons who would be eligible for Teamster membership.

Crowne Plaza was an employer of individuals employed in "housekeeping, maintenance, valet, guest services, [and] catering . . .." Tr. 137-139. When Quackenbush was asked if the housekeeping and valet and catering people are eligible for membership in the Teamsters Union, he answered, "Correct." Id. Quackenbush agreed with the statement that Crowne Plaza was prohibited from making payments to a union official if the company employed people who were eligible for membership in that union. Tr. 138-139.[8]

[8] See IBT Code of Conduct, Section C (11), "Gifts from Vendors or Other Service Providers:

International Union officers, employees and representatives are prohibited from accepting money or other things of value from any employer, vendor or service provider in violation of federal law or International Union policy. International Union policy prohibits officers, employees and representatives from accepting any gift or thing of value from any employer, employer representative, service provider, vendor or potential vendor in violation of applicable law or in circumstances that would create a conflict of interest or the appearance of undue influence.

"We must avoid any gift or situation that violates the law or creates the appearance that decisions concerning the expenditures of International Union funds or other International Union decisions are subject to any improper influence."

Bulgaro, in his capacity as a union official received multiple payments and benefits from this employer who was prohibited from providing the benefits in question. In addition to the fact that the monies should have been returned to the union, there were other financial machinations. Among the illegal transactions was a direct payment from Crowne Plaza to Viking Tours for a cruise for two persons in the amount of $12, 081.75. As can be seen in Exhibit 13, the cruise was for Bulgaro and another non-union individual and was paid for in full by Crowne Plaza. See Exs. 12 (hotel final accounting dated 5/24/2024) and Exhibit 13 (Viking invoice 3-18-2023 which was paid electronically). As Quackenbush noted, he was aware "that [t]here was a trip that John wanted to go on, I believe." Tr. 85.

Bulgaro was employed by Local-294 and still in his role as President when he received this payment for the cruise. In addition, the final accounting of the expenses incurred by Crowne Plaza showed multiple additional payments to Bulgaro. There was a check written by Crowne Plaza in the amount of $53,716.92 payable to John Bulgaro. Tr. 88 Ex. 12. On the hotel spread sheet, it was identified as "advanced deposit refund." Tr. 88. When asked if Bulgaro had placed any deposit on the event, Quackenbush replied, "Not that I'm aware of." When asked if that "entry is simply a check to Mr. Bulgaro for the excess funds raised through this event," Quackenbush stated, "[t]hat's what it appears. I would say yes." When asked if in fact, the money was "not a deposit refund of a deposit placed by anyone. Right?" Quackenbush answered, "I agree with you, yes, at least not that I'm aware." Id.

That payment has its own backstory. Quackenbush was present when Bulgaro approached Crowne Plaza personnel to ask whether the hotel would issue a check directly to the car dealer from whom Bulgaro planned to purchase a Cadillac. Tr. 139. Quackenbush was asked, "the both of you were present when the discussion happened about buying the car?" Id. Quackenbush said yes and described the conversation as follows: "He [Bulgaro] was going to buy a vehicle. He had asked the hotel if they would be able to, what's the right word, issue a check to the Cadillac dealer if there were – as whatever the amount was to offset or pay for the vehicle because he was no longer going to have a vehicle." Tr. 96. The hotel did not issue a check directly to the dealership but it did issue a check in the amount of $53,716.92 which was falsely identified as return of an advance deposit and which covered Bulgaro's purchase of a Cadillac.

Quackenbush was asked about multiple additional checks totaling $5,125.00 and all payable to Bulgaro. Quackenbush explained that he was made aware that monies came into Crowne Plaza after the event and he told the representative from Crowne Plaza, "well, if you have a check, let me get it to John. Let me know." Tr. 90.

VI. CONCLUSION

Both Bulgaro and Quackenbush have held positions of authority and power within Local 294 for decades. Moreover, Bulgaro was still President of the Union at the time he received the funds and he continued to be employed by the Union for some time after his "retirement." Bulgaro took advantage of his position and the generosity of others at the time of his "retirement." Quackenbush used his position to allow Bulgaro to obtain these funds in violation of the IBT Constitution and the Local's Bylaws. Quackenbush appears to lack insight into the responsibilities of the position he held or the limitations on the authority he currently has.

Respectfully submitted,

THE HON. TIMOTHY S. HILLMAN (RET.)
Independent Investigations Officer

Nadine Pellegrini

DATED: July 3, 2026 By: ______________________

Nadine Pellegrini
Senior Counsel

Exhibit List

Exhibit Number	Exhibit Description
Exhibit 05	Email from DWYER with BULGARO bio
Exhibit 20	2023-2-5 ExBd + GMMM minutes
Exhibit 21	2023-3-5 ExBd + GMMM minutes
Exhibit 22	2021-10-5 - Exec Bd & GMM minutes
Exhibit 03	Signed contract with Crowne Plaza
Exhibit 07	$4,000 check to Crowne Plaza
Exhibit 08	$15,000 check to Crowne Plaza
Exhibit 11	QUACKENBUSH letter re Excess Funds
Exhibit 12	Crowne Plaza Final Accounting
Exhibit 13	Viking Cruise Invoice