

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGP926002-URC001
Claimant:	State of California, OSPR
Type of Claimant:	State
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$1,887.10
Action Taken:	Offer in the amount of \$1,887.10

EXECUTIVE SUMMARY:

The National Response Center (“NRC”) received notification that on November 8, 2019, between 2:40 – 2:55p.m. local time a vessel sank at Pier 47 in San Francisco, CA.² The sinking caused the release of approximately 10 gallons of diesel fuel into the San Francisco Bay, a navigable waterway of the United States.

The United States Coast Guard (“USCG”) Sector San Francisco served as the Federal On-Scene Coordinator (“FOSC”) for the incident. The State of California, Oil Spill Prevention & Response (“OSPR”) dispatched a Fish & Game Warden to the spill site where they met with the vessel owner and USCG.³

Mr. (b) (6), a private citizen, owned the vessel and was identified as the Responsible Party (“RP”) in accordance with the Oil Pollution Act of 1990 (“OPA”).⁴ The RP activated Parker Diving Service of Sausalito, CA to respond with absorbents to pick up the product, deploy hard boom for containment, and raise the vessel.⁵

On October 23, 2025, OSPR submitted its removal costs claim to the National Pollution Funds Center (NPFC) in the amount of \$1,887.10.⁶ The NPFC thoroughly reviewed all documentation submitted with the claim, analyzed the applicable law and regulations, and after careful consideration, has determined that the costs incurred and submitted by OSPR are compensable removal costs.

¹ This determination is written for the sole purpose of adjudicating a claim against the Oil Spill Liability Trust Fund (OSLTF). This determination adjudicates whether the claimant is entitled to OSLTF reimbursement of claimed removal costs or damages under the Oil Pollution Act of 1990. This determination does not adjudicate any rights or defenses any Responsible Party or Guarantor may have or may otherwise be able to raise in any future litigation or administrative actions, to include a lawsuit or other action initiated by the United States to recover the costs associated this incident. After a claim has been paid, the OSLTF becomes subrogated to all of the claimant’s rights under 33 U.S.C. § 2715. When seeking to recover from a Responsible Party or a Guarantor any amounts paid to reimburse a claim, the OSLTF relies on the claimant’s rights to establish liability. If a Responsible Party or Guarantor has any right to a defense to liability, those rights can be asserted against the OSLTF. Thus, this determination does not affect any rights held by a Responsible Party or a Guarantor.

² National Response Corporation Report #1263495 dated November 8, 2019, and Report #1263496 dated November 8, 2019. The vessel was later identified as the Fishing Vessel Phu Quy.

³ Email from USCG to NPFC dated October 29, 2025.

⁴ 33 U.S.C. § 2701(32).

⁵ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

⁶ Original Claim Submission dated October 24, 2025

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).⁷ As a result, 5 U.S.C. § 555(e) requires the NPFC to provide a brief statement explaining its decision. This determination is issued to satisfy that requirement.

When adjudicating claims against the OSLTF, the NPFC acts as the finder of fact. In this role, the NPFC considers all relevant evidence, including evidence provided by claimants and evidence obtained independently by the NPFC, and weighs its probative value when determining the facts of the claim.⁸ The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.⁹ If there is conflicting evidence in the record, the NPFC makes a determination as to what evidence is more credible or deserves greater weight, and makes its determination based on the preponderance of the credible evidence.

II. INCIDENT, RESPONSIBLE PARTY AND RECOVERY OPERATIONS:

Incident

The NRC received notification that on November 8, 2019, between 2:40 – 2:55p.m. local time a vessel sank at Pier 47 in San Francisco, CA.¹⁰ The vessel relied on six pumps to keep it afloat until the power at the pier was shut off, causing it to take on more water. The sinking caused the release of approximately 10 gallons of diesel fuel into the San Francisco Bay, a navigable waterway of the United States.¹¹

Responsible Party

The Oil Pollution Act (OPA”) identifies the owner and/or operator of a vessel resulting in an OPA incident to be the Responsible Party (RP) for that incident.¹² The vessel owner, Mr. (b) (6) was identified as the RP on the NRC Report¹³ and the OSPR Arrest/Investigation Report.¹⁴ The NPFC notified Mr. (b) (6) via letter dated October 25, 2025, that it had received a claim from OSPR.¹⁵

Recovery Operations

⁷ 33 CFR Part 136.

⁸ See, e.g., *Boquet Oyster House, Inc. v. United States*, 74 ERC 2004, 2011 WL 5187292, (E.D. La. 2011), “[T]he Fifth Circuit specifically recognized that an agency has discretion to credit one expert's report over another when experts express conflicting views.” (Citing, *Medina County v. Surface Transp. Bd.*, 602 F.3d 687, 699 (5th Cir. 2010)).

⁹ See, e.g., *Use of Reports of Marine Casualty in Claims Process by National Pollution Funds Center*, 71 Fed. Reg. 60553 (October 13, 2006) and *Use of Reports of Marine Casualty in Claims Process by National Pollution Funds Center* 72 Fed. Reg. 17574 (concluding that NPFC may consider marine casualty reports but is not bound by them).

¹⁰ National Response Corporation Report #1263495 dated November 8, 2019, and Report #1263496 dated November 8, 2019. The vessel was later identified as the Fishing Vessel Phu Quy.

¹¹ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

¹² 33 U.S.C. § 2701(32).

¹³ National Response Corporation Report #1263496 dated November 8, 2019.

¹⁴ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

¹⁵ Responsible Party (RP) Notification Letter dated October 25, 2025.

The RP activated Parker Diving Service of Sausalito, CA which responded with absorbents to pick up the product, and hard boom for containment. Divers assessed the vessel and planned for its raising and ultimate removal.¹⁶

OSPR responded to the spill site and met with the vessel owner, Mr. (b) (6), and the USCG Incident Management Division where they assessed and discussed the response activities.¹⁷

III. CLAIMANT AND RP:

The owner of the Phu Quy, Mr. (b) (6), was onsite during the response and identified himself to the OSPR.¹⁸

IV. CLAIMANT AND NPFC:

On October 23, 2025, OSPR submitted its removal costs claim, using the OSLTF claim form, to the National Pollution Funds Center (NPFC) in the amount of \$1,887.10.¹⁹ OSPR also provided the NPFC with a SF 1081 Claims Voucher Request,²⁰ and Supplemental Documentation.²¹

V. DISCUSSION:

An RP is liable for all removal costs and damages resulting from either an oil discharge or a substantial threat of oil discharge into a navigable water of the United States.²² An RP's liability is strict, joint, and several.²³ When enacting OPA, Congress "explicitly recognized that the existing federal and states laws provided inadequate cleanup and damage remedies, required large taxpayer subsidies for costly cleanup activities and presented substantial burdens to victim's recoveries such as legal defenses, corporate forms, and burdens of proof unfairly favoring those responsible for the spills."²⁴ OPA was intended to cure these deficiencies in the law.

OPA provides a mechanism for compensating parties who have incurred removal costs where the responsible party has failed to do so. Removal costs are defined as "the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from an incident."²⁵ The term "remove" or "removal" means "containment and removal of oil [...] from water and shorelines or the taking of other actions as may be necessary to minimize or mitigate

¹⁶ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

¹⁷ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

¹⁸ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

¹⁹ Original Claim Submission OSLTF Claim Form dated October 24, 2025.

²⁰ SF1081 Claims Voucher Request.

²¹ Supplemental Documentation, submitted by OSPR, with the NPFC Claim Form on October 24, 2025.

²² 33 U.S.C. § 2702(a).

²³ See, H.R. Rep. No 101-653, at 102 (1990), *reprinted in* 1990 U.S.C.C.A.N. 779, 780.

²⁴ *Apex Oil Co., Inc. v United States*, 208 F. Supp. 2d 642, 651-52 (E.D. La. 2002) (*citing* S. Rep. No. 101-94 (1989), *reprinted in* 1990 U.S.C.C.A.N. 722).

²⁵ 33 U.S.C. § 2701(31).

damage to the public health or welfare, including, but not limited to fish, shellfish, wildlife, and public and private property, shorelines, and beaches.”²⁶

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).²⁷ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.²⁸ The claimant bears the burden of providing all evidence, information, and documentation deemed relevant and necessary by the Director of the NPFC, to support and properly process the claim.²⁹

Before reimbursement can be authorized for uncompensated removal costs, the claimant must demonstrate by a preponderance of the evidence:

- (a) That the actions taken were necessary to prevent, minimize, or mitigate the effects of the incident;
- (b) That the removal costs were incurred as a result of these actions;
- (c) That the actions taken were directed by the FOSC or determined by the FOSC to be consistent with the National Contingency Plan;
- (d) That the removal costs were uncompensated and reasonable.³⁰

The NPFC analyzed each of these factors and determined that the costs incurred and submitted by OSPR are compensable removal costs based on the supporting documentation provided. All costs approved for payment were verified as being invoiced at the appropriate rate sheet pricing and all costs were supported by adequate documentation.

VI. CONCLUSION:

After careful analysis of all the supporting documentation provided by the claimant and the entire administrative record, the NPFC determines, and finds as a matter of fact, that the sinking of the Phu Quy caused a release of diesel fuel into the San Francisco Bay, a navigable waterway of the United States and OSPR’s response actions were determined by the FOSC to be consistent with the NCP.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, OSPR’s request for uncompensated removal costs is approved in the amount of \$1,887.10.

²⁶ 33 U.S.C. § 2701(30).

²⁷ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

²⁸ 33 CFR Part 136.

²⁹ 33 CFR 136.105.

³⁰ 33 CFR 136.203; 33 CFR 136.205.

This determination is a settlement offer,³¹ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.³² The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance.³³ Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

(b) (6)

Claim Supervisor: (b) (6)

Date of Supervisor's review: 12/1/2025

Supervisor Action: *Offer Approved*

³¹ Payment in full, or acceptance by the claimant of an offer of settlement by the Fund, is final and conclusive for all purposes and, upon payment, constitutes a release of the Fund for the claim. In addition, acceptance of any compensation from the Fund precludes the claimant from filing any subsequent action against any person to recover costs or damages which are the subject of the uncompensated claim. Acceptance of any compensation also constitutes an agreement by the claimant to assign to the Fund any rights, claims, and causes of action the claimant has against any person for the costs and damages which are the subject of the compensated claims and to cooperate reasonably with the Fund in any claim or action by the Fund against any person to recover the amounts paid by the Fund. The cooperation shall include, but is not limited to, immediately reimbursing the Fund for any compensation received from any other source for the same costs and damages and providing any documentation, evidence, testimony, and other support, as may be necessary for the Fund to recover from any person. 33 CFR 136.115(a).

³² 33 CFR 136.115(b).

³³ 33 CFR 136.115(b).