

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGPA25011-URC002
Claimant:	Global Diving & Salvage, Inc.
Type of Claimant:	OSRO
Type of Claim:	REMOVAL COSTS
Claim Manager:	(b) (6)
Amount Requested:	\$185,400.85
Action Taken:	Offer in the amount of \$28,011.32

EXECUTIVE SUMMARY:

On March 26, 2025 at 0341 local time, the United States Coast Guard (“USCG”) Sector San Francisco Command Center (“SSFCC”) received a call over the radio from a 54 foot boat that ran aground on the rocks at Stillwater Cove and was taking on water.² Stillwater Cove is located near Pebble Beach within the Monterey Bay National Marine Sanctuary and is a navigable waterway of the United States. USCG Sector San Francisco also reported the vessel (“EMERALD C”) ran aground with a reported amount of 1,000-gallons of diesel onboard.³

USCG Sector San Francisco was the Federal On Scene Coordinator (“FOSC”) for the incident.⁴ Sector San Francisco Incident Management Division (“IMD”) was unable to contact the Responsible Party (“RP” or “vessel owner” or “(b) (6)”) Mr. (b) (6) by phone, so the FOSC initiated partial response actions through a Notice of Federal Assumption (“NOFA”).⁵ The FOSC opened Federal Project Number (“FPN”) UCGPA25011 in response to the incident and hired Global Diving & Salvage, Inc. (“Claimant” or “Global”) to remove all fuel and oily mixtures from the bilges and tanks of the EMERALD C.⁶ The NOFA was later superseded by the RP’s insurance company (Hanover) when they indicated they were assuming full responsibility for the cost of removal and pollution control.⁷

A Unified Command (“UC”) was established that included USCG, California Department of Fish & Wildlife, Office of Spill Prevention and Response (“OSPR” or “SOSC”), National Oceanic and Atmospheric Administration (“NOAA”), Cal Fire, and Pebble Beach Resort and

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 United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

³ National Response Center Report # 1426895.

⁴ United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

⁵ See, Notice of Federal Assumption (NOFA) dated March 26, 2025. See also, EMERALD C Memorandum for the Record, section 2.a.(4) dated April 22, 2025.

⁶ USCG Authorization to Proceed, FPN UCGPA25011 dated March 28, 2025.

⁷ Email from LCDR (b) (6) to NPFC dated October 17, 2025.

Golf Course (“PBR”). The RP was unreachable at this time and did not attend the initial meeting.⁸

The RP⁹ was issued a Notice of Federal Interest¹⁰, a Notice of Federal Assumption¹¹ and an Administrative Order to engage a qualified oil spill response organization, stating the EMERALD C posed an imminent and substantial threat of discharge of fuel into Stillwater Cove.¹²

The claimant presented its claim in the form of an invoice to the RP on April 10, 2025 and May 31, 2025, and to date, the RP has not paid the Claimant.¹³

On October 6, 2025, Global presented its uncompensated removal cost claim to the National Pollution Funds Center (NPFC) for \$185,400.85.¹⁴ The NPFC has thoroughly reviewed all documentation submitted with the claim, analyzed the applicable law and regulations, and after careful consideration has determined that \$28,011.32 is compensable and offers this amount as full and final compensation as detailed below.

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).¹⁵ 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.¹⁶ The NPFC may rely upon, but is not bound by the findings of fact, opinions, or conclusions reached by other entities.¹⁷ 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.

⁸ EMERALD C Memorandum for the Record, section 2.a.(5) dated April 22, 2025.

⁹ See, Notice of Federal Interest (NOFI) to Mr. (b) (6) dated March 26, 2025. See also, USCG SITREP-POL One, section 1D, dated March 27, 2025.

¹⁰ See, Notice of Federal Interest to Mr. (b) (6) dated March 26, 2025.

¹¹ USCG Notice of Federal Assumption to (b) (6) dated March 26, 2025.

¹² USCG Second Admin Order dated March 26, 2025 issued to (b) (6) signed by USCG Captain Jordan M. Balduenza.

¹³ Original Claim submission dated June 30, 2025, received on October 6, 2025.

¹⁴ Global Diving & Salvage, Inc. Original claim submission, with attachments dated June 30, 2025 and received by the NPFC on October 6, 2025.

¹⁵ 33 CFR Part 136.

¹⁶ 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)).

¹⁷ 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).

II. INCIDENT, RESPONSIBLE PARTY AND RECOVERY OPERATIONS:

Incident

On March 26, 2025 at 0341 local time, the United States Coast Guard (“USCG”) Sector San Francisco Command Center (“SSFCC”) received a call over the radio from a 54 foot boat that ran aground on the rocks at Stillwater Cove and was taking on water.¹⁸ Stillwater Cove is located near Pebble Beach within the Monterey Bay National Marine Sanctuary and is a navigable waterway of the United States. USCG Sector San Francisco reported the vessel (EMERALD C) ran aground with a reported amount of 1,000-gallons of diesel aboard.¹⁹

USCG Sector San Francisco was the Federal On Scene Coordinator (“FOSC”) for the incident.²⁰ Sector San Francisco Incident Management Division (“IMD”) attempted to contact the Responsible Party (RP) by phone but was unsuccessful. Consequently, the Federal On-Scene Coordinator (FOSC) issued a Notice of Federal Assumption (NOFA) and initiated partial response actions.²¹ The FOSC opened Federal Project Number (“FPN”) UCGPA25011 and hired Global Diving & Salvage, Inc. to remove all fuel and oily mixtures from the bilges and tanks of the EMERALD C.²² The NOFA was later superseded by the RP’s insurance company (Hanover) when they indicated they were assuming full responsibility for the cost of removal and pollution control.²³

A Unified Command (“UC”) was established that included USCG, California Department of Fish & Wildlife, Office of Spill Prevention and Response (“OSPR” or “SOSC”), National Oceanic and Atmospheric Administration (“NOAA”), Cal Fire, and Pebble Beach Resort and Golf Course (“PBR”). The owner of the EMERALD C was unreachable at this time and did not attend the initial meeting.²⁴

USCG issued a verbal Notice of Federal Interest (“NOFI”) to the owner, and, after the IMD duty team could not re-establish contact, the FOSC initiated a partial federal response via Notice of Federal Assumption and engaged Global Diving & Salvage (“Global”).²⁵ At approximately 1418, the owner was located onboard; at which time the USCG delivered the NOFI and an Administrative Order requiring the RP to hire a qualified oil spill response organization by 1800 to conduct a pollution assessment and removal if feasible.²⁶

Responsible Party

¹⁸ United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

¹⁹ National Response Center Report # 1426895.

²⁰ United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

²¹ See, Notice of Federal Assumption (NOFA) dated March 26, 2025. See also, USCG Memorandum for the Record, section 2.a.(4) dated April 22, 2025.

²² USCG Authorization to Proceed, FPN UCGPA25011 dated March 28, 2025.

²³ Email from LCDR (b) (6) to NPFC dated October 17, 2025.

²⁴ EMERALD C Memorandum for the Record, section 2.a.(5) dated April 22, 2025.

²⁵ USCG Notice of Federal Assumption dated March 26, 2025 issued to (b) (6).

²⁶ EMERALD C Memorandum for the Record, section 2.a. (4) dated April 22, 2025.

In accordance with the Oil Pollution Act of 1990 (“OPA”)²⁷, the owner/operator of the vessel which caused the oil spill is the Responsible Party (RP) for the incident. On March 26, 2025, a Notice of Federal Interest (NOFI) was issued to (b) (6),²⁸ operator of the EMERALD C. On the same day, the FOSC issued a Notice of Federal Assumption notifying Mr. (b) (6) that the United States Government would assume partial response activities for pollution mitigation under the authority of Section 311 (c)(1) of the Federal Water Pollution Control Act, as amended.²⁹ Additionally, the FOSC issued an Administrative Order to Mr. (b) (6) requiring him to hire a qualified oil spill response organization to assess the feasibility of removal of the oil onboard the vessel and if feasible, the oil had to be removed by 1930 on March 27, 2025.³⁰

The vessel’s Managing Owner is Mulroy Bay LLC.³¹ The NPFC issued a Responsible Party Notification Letter on October 6, 2025 to Mulroy Bay LLC, care of Shane Law, representing (b) (6).³² (b) (6), attorney for Mulroy Bay along with Shane Law,³³ replied to the NPFC suggesting there is evidence demonstrating that Mulroy Bay LLC is not the liable party and there is pending litigation in the District Court of California alleging claims under the Limitation of Liability Act, and for 3rd party liability under OPA 90 and the Clean Water Act.³⁴ Upon NPFC’s request, the RP’s counsel provided evidence of the action filed in Court and the NPFC explained actions to limit liability in admiralty have no bearing on actions taken under the Oil Pollution Act (OPA), 33 U.S.C. § 2701, *et seq.*, for claims adjudication purposes.³⁵

Recovery Operations

Global mobilized with approximately 1,200 gallons of storage capacity and began de-fueling the EMERALD C³⁶ on March 26, 2025.³⁷ Global identified two 675-gallon main fuel oil tanks with sight glasses reading full, and a schematic which indicated an additional 400-gallon tank interconnected via a cross-over system.³⁸ By end of day, about 740 gallons of diesel had been removed at which time operations were suspended due to rising tide and surf, with an estimated 675 – 1,075 gallons remaining.³⁹ On March 27th, fuel removal work continued within a safety window aligned with the ebb tide. Global transferred all fuel removed the prior day to the vac truck and continued defueling the vessel, confirming the port, starboard, and forward centerline tanks were empty. The port tank had been mistakenly believed to be full due to a red-tinged sight

²⁷ 33 U.S.C. § 2701(32).

²⁸ USCG Notice of Federal Interest dated March 26, 2025 issued to EMERALD C, signed by operator (b) (6).

²⁹ USCG Notice of Federal Assumption dated March 26, 2025 issued to (b) (6).

³⁰ USCG Second Admin Order dated March 26, 2025 issued to (b) (6) signed by USCG Captain Jordan M. Baldueza.

³¹ EMERALD C Certificate of Documentation expiry date August 31, 2028.

³² Responsible Party Notification Letter issued to Mulroy Bay LLC c/o Shane Law dated October 6, 2025.

³³ Email from (b) (6) to NPFC Re Receipt of Acknowledgement Letter dated October 13, 2025.

³⁴ Email from (b) (6) to NPFC Re Evidence Not Liable Party dated October 10, 2025.

³⁵ Email from NPFC to (b) (6) Re Reply to Request to Hold dated October 15, 2025.

³⁶ References in Global’s Daily Operation Reports to the “EMERALD C” and to the “Ocean Alexander yacht” refer to the same vessel. Ocean Alexander is the name of the company the yacht was built for. *See*, EMERALD C Certificate of Documentation Information.

³⁷ EMERALD C Memorandum for the Record dated April 22, 2025, page 2 of 5.

³⁸ Global Diving Daily Ops Report 3.26.2025 page 3 of 4.

³⁹ Global Diving Daily Ops Report 3.26.2025 page 3 of 4.

glass.⁴⁰ In total, 1,300 gallons of oil products were recovered (1,050 gallons diesel, 50 gallons hydraulic oil, 25 gallons gasoline, and 175 gallons oily seawater).⁴¹

Global reported they completed fuel removal on March 27, 2025 at 1652⁴², at which time USCG Sector San Francisco rescinded the Administrative Order since all of the requirements were met.⁴³ On March 27, 2025 at 1835, an informal salvage plan was submitted and approved by the Unified Command. The parties involved⁴⁴ agreed that they should update the Unified Command to reflect the transition from oil removal to vessel salvage. NOAA assumed lead federal agency for the response with USCG in a supporting federal role.⁴⁵

The FOSC determined that all response costs associated with the removal of fuel on board the EMERALD C between March 26, 2025 through the end of the response day on March 27, 2025 was consistent with the National Contingency Plan (“NCP”).⁴⁶

III. CLAIMANT AND RP:

Absent limited circumstances, the Federal Regulations implementing the Oil Pollution Act of 1990 (OPA) require all claims for removal costs or damages must be presented to the RP before seeking compensation from the NPFC.

Given the emergency nature of the case and delayed response by the owner, Sector San Francisco issued a Notice of Federal Assumption (“NOFA”) and mobilized Global Diving to respond to the incident.⁴⁷ While on scene, the operator of the EMERALD C, Mr. (b) (6), was identified. Global presented a contract to Mr. (b) (6) who indicated that he would sign it and Global proceeded with the work. The owner continually delayed and ultimately failed to sign the contract.⁴⁸ Global communicated with the RP’s insurance company, Hanover Insurance Group⁴⁹ and provided additional information requested by the RP regarding the invoices.⁵⁰ The NOFA was later superseded by the RP’s insurance company (Hanover) when they indicated they were assuming full responsibility for the cost of removals and pollution control under claim number 85-00759975. Global indicated they were able to bill the insurance company directly.⁵¹ On April 10, 2025, Global issued a progress invoice to the RP. The claimant presented its claim in the form of an invoice to the RP on April 10, 2025 and May 31, 2025.⁵²

⁴⁰ Global Diving Daily Ops Report 3.27.2025 page 4 of 5.

⁴¹ EMERALD C Memorandum for the Record dated April 22, 2025.

⁴² USCG Sector San Francisco SITREP-POL TWO and Final dated May 28, 2025 section 2.E states Global completed oil removal at 1538 on March 27, 2025.

⁴³ EMERALD C Memorandum for the Record section 2.b.(3) dated April 22, 2025.

⁴⁴ EMERALD C Memorandum for the Record section 2.b.(5) dated April 22, 2025

⁴⁵ EMERALD C Memorandum for the Record section 2.b.(4)-(5) dated April 22, 2025.

⁴⁶ See, USCG Sector San Francisco SITREP-POL TWO and Final dated May 28, 2025. See also, EMERALD C Memorandum of Record, section 2.b.(3) dated April 22, 2025.

⁴⁷ Email from LCDR (b) (6) to NPFC dated October 17, 2025.

⁴⁸ Global Recap.pdf page 5 of 5, included in claim submission dated October 6, 2025.

⁴⁹ Correspondence fr RP Insurer.pdf dated March 27, 2025.

⁵⁰ Insurance REI Backup.pdf. Emails dated April 10, 2025 through May 5, 2025, included in claim submission dated October 6, 2025.

⁵¹ Email from LCDR (b) (6) to NPFC dated October 17, 2025.

⁵² Original Claim submission dated June 30, 2025, received on October 6, 2025.

On June 13, 2025, Global contacted Hanover and requested information on payment status for the invoices. A Hanover representative stated that the Hanover policy limit was already exhausted and paid out and Global was advised to work directly with Mr. (b) (6) on any outstanding invoices.⁵³ On July 1, 2025, Global contacted the RP's counsel via email, presented their claim and informed the counsel of their intent to submit the claim to the NPFC if not paid by the RP.⁵⁴ To date, the RP has not paid the claimant.⁵⁵

IV. CLAIMANT AND NPFC:

When an RP denies a claim or has not settled a claim after ninety-days of receipt, a claimant may elect to present its claim to the NPFC.⁵⁶ On October 6, 2025, Global Diving presented its uncompensated removal costs claim to the NPFC for \$185,400.85.⁵⁷

Global provided the NPFC with an OSLTF claim form, evidence including presentment of invoices to the RP, communication between RP Insurance and Global, Invoice #159215, Invoice #160409, Global Project Agreement, Global's Rate Sheet effective July 1, 2024, proof of payment to subcontractors, Global Recap, Daily Operations Reports from March 26, 2025 through March 28, 2025, Payment Stubs for Global's Employees, Global Project Manager Account of Events and a USCG Memorandum for the Record dated April 22, 2025.

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.⁵⁸ An RP's liability is strict, joint, and several.⁵⁹ 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."⁶⁰ 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."⁶¹ The term "remove" or "removal" means "containment and removal of oil [...] from

⁵³ See, Attempts to Collect.pdf emails dated June 13, 2025 through June 18, 2025, included in claim submission dated October 6, 2025.

⁵⁴ See, Claim Submitted to RP.pdf included in claim submission dated October 6, 2026.

⁵⁵ Original Claim submission dated June 30, 2025, received on October 6, 2025.

⁵⁶ 33 CFR 136.103.

⁵⁷ See, Global Diving Original claim submission received October 6, 2025. See also, Signed OSLTF form dated June 30, 2025.

⁵⁸ 33 U.S.C. § 2702(a).

⁵⁹ See, H.R. Rep. No 101-653, at 102 (1990), reprinted in 1990 U.S.C.C.A.N. 779, 780.

⁶⁰ *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).

⁶¹ 33 U.S.C. § 2701(31).

water and shorelines or the taking of other actions as may be necessary to minimize or mitigate damage to the public health or welfare, including, but not limited to fish, shellfish, wildlife, and public and private property, shorelines, and beaches.”⁶²

The NPFC is authorized to pay claims for uncompensated removal costs that are consistent with the National Contingency Plan (NCP).⁶³ The NPFC has promulgated a comprehensive set of regulations governing the presentment, filing, processing, settling, and adjudicating such claims.⁶⁴ 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.⁶⁵

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;⁶⁶
- (d) That the removal costs were uncompensated and reasonable.⁶⁷

The NPFC analyzed each of these factors and determined that most of the costs incurred and submitted by Global from March 26, 2025 – March 27, 2025 at 1538 are compensable removal costs based on the supporting documentation provided. At that point the FOSCR determined the substantial threat of discharge was appropriately addressed.⁶⁸ All costs approved for payment were verified as being invoiced at Global’s published rates, were supported by adequate documentation, and were determined by the FOSC to be consistent with the National Contingency Plan (NCP).

Based on the location, the FOSC for this incident was USCG Sector San Francisco. The administrative record demonstrates that Global communicated with the FOSC during the response and that removal operations performed by Global from March 26, 2025 - March 27, 2025 at 1538 were under the direction of the FOSC.⁶⁹

Upon adjudication of the costs, the NPFC has determined that the amount of compensable removal costs is \$28,011.32 while \$157,389.53 is deemed non-compensable for the following reasons:

Invoice 159215

⁶² 33 U.S.C. § 2701(30).

⁶³ See generally, 33 U.S.C. § 2712 (a) (4); 33 U.S.C. § 2713; and 33 CFR Part 136.

⁶⁴ 33 CFR Part 136.

⁶⁵ 33 CFR 136.105.

⁶⁶ 33 CFR 136.203.

⁶⁷ 33 CFR 136.203; 33 CFR 136.205.

⁶⁸ Email from LCDR (b) (6) to NPFC dated October 17, 2025. USCG Sector San Francisco SITREP-POL TWO AND FINAL dated March 27, 2025 states Global completed pollution removal at 1538.

⁶⁹ USCG Sector San Francisco SITREP POL TWO dated May 28, 2025.

1. On 3/26/2025:
 - a. Salvage Master reduced in accordance with end time stated by FOOSC.
Total Denied \$1,376
 - b. Equipment not listed on Daily Ops Report is denied; no evidence item(s) were operating.
Total Denied \$577.00

Total Denied 3/26/2025: \$1,953.00⁷⁰

2. On 3/27/2025:
 - a. All labor hours were reduced in accordance with the 1538 end time stated in USCG Sector San Francisco SITREP POL TWO dated May 28, 2025.
Total Denied \$4,026.50
 - b. Equipment not listed on Daily Operations Brief.
Total Denied \$577.00

Total Denied 3/27/2025: \$4,603.50⁷¹

3. On 3/28/2025:
 - a. All labor hours were denied because the end date of the response was 3/27/2025.
Total Denied \$22,390.50
 - b. All equipment items were denied because the end date of the response was 3/27/2025.
Total Denied \$3,341.00
 - c. All travel and per diem were denied because the end date of the response was 3/27/2025.
Total Denied \$591.60

Total Denied 3/28/2025: \$26,323.10⁷²

4. On 3/29/2025:
 - a. All labor hours were denied because the end date of the response was 3/27/2025.
Total Denied \$8,374.00
 - b. All equipment items were denied because the end date of the response was 3/27/2025.
Total Denied \$1,612.00
 - c. All travel and per diem were denied because the end date of the response was 3/27/2025.
Total Denied \$430.60
 - d. All subcontractor items were denied because the end date of the response was 3/27/2025.

⁷⁰ See, Enclosure 3, Sheet 1, Lines 3,14,18,19,20.

⁷¹ See, Enclosure 3, Sheet 1, Lines 40,41,42,43,52,56,57,58.

⁷² See, Enclosure 3, Sheet 1, Lines 77-82,86-98,102-107.

Total Denied \$1,609.38

Total Denied 3/29/2025: \$12,025.98⁷³

5. On 3/30/2025:
 - a. All labor hours were denied because the end date of the response was 3/27/2025.
Total Denied \$1,267.00
 - b. All equipment items were denied because the end date of the response was 3/27/2025.
Total Denied \$200.00
 - c. All travel and per diem were denied because the end date of the response was 3/27/2025.
Total Denied \$200.60
 - d. All subcontractor items were denied because the end date of the response was 3/27/2025.
Total Denied \$1,161.95

Total Denied 3/30/2025: \$2,829.55⁷⁴

6. On 3/31/2025:
 - a. All labor hours were denied because the end date of the response was 3/27/2025.
Total Denied \$766.50

Total Denied 3/31/2025: \$766.50⁷⁵

7. Administrative & Compliance Surcharge was adjusted based on approved items totals.

Total Administrative & Compliance Surcharge denied: \$2,182.57⁷⁶

Invoice 160409

1. Independent Pilot Services Invoice 1261 is denied because Global's Daily Operations Brief for 3/27/25 confirms the tug was for salvage or vessel extraction on March 28, 2025, a day after the FOSC determined removal actions were complete.

Total Denied: \$74,853.48⁷⁷

2. NRC Environmental Invoice #1218376
 - a. On 3/28/2025: All labor and equipment hours were denied because the end date of the response was 3/27/2025.

⁷³ See, Enclosure 3, Sheet 1, Lines 116-119,123-126,130-134,138-139.

⁷⁴ See, Enclosure 3, Sheet 1, Lines 144,148,152,153,157,158.

⁷⁵ See, Enclosure 3, Sheet 1, Lines 163.

⁷⁶ See, Enclosure 3, Sheet 1, Lines 167.

⁷⁷ See, Enclosure 3, Sheet 2, Lines 3-11.

Total Denied 3/28/2025 \$10,219.36⁷⁸

3. 20% Markup on subcontractor services were adjusted based on approved items.

Total Denied \$17,014.57⁷⁹

4. Administrative & Compliance Surcharge was adjusted based on approved items.

Total Denied \$4,617.92⁸⁰

Overall Denied Costs: \$157,389.53⁸¹

VI. CONCLUSION:

After careful analysis of all the supporting documentation provided by the claimant and the entire administrative record, the NPFC finds that on March 26, 2025, the EMERALD C grounded in Stillwater Cove, California, and posed a substantial threat of discharge to Pebble Beach.⁸² The FOSC determined all response actions performed by Global between the dates of March 26, 2025, and March 27, 2025 at 1652,⁸³ were consistent with the National Contingency Plan (NCP).⁸⁴ At that point in time, Global reported they completed fuel removal operations and USCG Sector San Francisco rescinded the Administrative Order since all requirements were met. The FOSC determined the substantial threat of discharge was appropriately addressed and federal incident transition was warranted. Wreck removal was agreed to with NOAA as the lead.⁸⁵

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, Global's request for uncompensated removal costs is approved in the amount of \$28,011.32.

This determination is a settlement offer, the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer. The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance. 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)**

⁷⁸ See, Enclosure 3, Sheet 2, Lines 19-39.

⁷⁹ See, Enclosure 3, Sheet 2, Lines 49.

⁸⁰ See, Enclosure 3, Sheet 2, Lines 50.

⁸¹ See, Enclosure 3.

⁸² USCG Sector San Francisco SITREP-POL TWO AND FINAL dated March 27, 2025.

⁸³ Email from LCDR **(b) (6)** to NPFC dated October 17, 2025. USCG Sector San Francisco SITREP-POL TWO AND FINAL dated March 27, 2025 states Global completed pollution removal at 1538.

⁸⁴ Email from FOSCR to NPFC dated November 14, 2025 Re FOSC Coordination.

⁸⁵ See, Email from LCDR **(b) (6)** to NPFC dated October 17, 2025. See also, USCG Memo for the Record section 2.b.(3-5) dated April 22, 2025.

Date of Supervisor's review: **1/5/2026**

Supervisor Action: *Approved*