

CLAIM SUMMARY / DETERMINATION¹

Claim Number:	UCGPA25011-URC002
Claimant:	Global Diving & Salvage
Type of Claimant:	OSRO
Type of Claim:	Removal Costs
Claim Manager:	(b) (6)
Amount Requested:	\$66,417.13 ²
Action Taken:	Offer in the amount of \$65,639.13

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.³ 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.⁴

USCG Sector San Francisco was the Federal On Scene Coordinator (“FOSC”) for the incident.⁵ 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”).⁶ 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or “Global”) to remove all fuel and oily mixtures from the bilges and tanks of the EMERALD C.⁷ The NOFA was later superseded by the RP’s insurance company (Hanover) when they indicated they were assuming full responsibility for the cost of removal and pollution control.⁸

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 See, Request for reconsideration letter with attachments received March 4, 2026, requesting \$37,267.37 of the denied costs. NPFC approved \$28,011.32 on the initial determination bringing the total on reconsideration to \$65,278.69. See also, Email from Global to NPFC dated April 7, 2026, confirming total costs claimed on reconsideration are \$66,417.13 (Original offer of \$28,011.32 + \$38,405.81).

³ United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

⁴ National Response Center Report # 1426895.

⁵ United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

⁶ 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.

⁷ USCG Authorization to Proceed, FPN UCGPA25011 dated March 28, 2025.

⁸ Email from LCDR (b) (6) to NPFC dated October 17, 2025.

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 RP was unreachable at this time and did not attend the initial meeting.⁹

The RP¹⁰ was issued a Notice of Federal Interest,¹¹ a Notice of Federal Assumption¹² 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.¹³

The Claimant presented its claim in the form of an invoice to the RP on April 10, 2025, and May 31, 2025. To date, the RP has not paid the Claimant.¹⁴

On October 6, 2025, Global presented its uncompensated removal cost claim to the National Pollution Funds Center (NPFC) for \$185,400.85.¹⁵ The NPFC thoroughly reviewed all documentation submitted with the claim, and determined that \$28,011.32 of the claimed costs were compensable and offered this amount as full compensation of the claim.¹⁶ Global timely sought reconsideration for \$37,267.37¹⁷ of the \$157,389.53 in denied costs for a total sum certain of \$65,278.69 and increased their request to \$66,417.13 on April 7, 2026¹⁸ when the NPFC found errors in their calculations. The NPFC has thoroughly reviewed the original claim, the request for reconsideration, and the applicable law and regulations. Upon reconsideration, the NPFC finds \$65,639.13 as compensable costs and offers this amount as full and final compensation of this claim.

I. DETERMINATION PROCESS:

The NPFC utilizes an informal process when adjudicating claims against the Oil Spill Liability Trust Fund (OSLTF).¹⁹ 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

⁹ EMERALD C Memorandum for the Record, section 2.a.(5) dated April 22, 2025.

¹⁰ 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.

¹¹ See, Notice of Federal Interest to Mr. (b) (6) dated March 26, 2025.

¹² USCG Notice of Federal Assumption to (b) (6) dated March 26, 2025.

¹³ USCG Second Admin Order dated March 26, 2025, issued to (b) (6) signed by USCG Captain Jordan M. Baldueza.

¹⁴ Original Claim submission dated June 30, 2025, received on October 6, 2025.

¹⁵ Global Diving & Salvage, Inc. Original claim submission, with attachments dated June 30, 2025, and received by the NPFC on October 6, 2025.

¹⁶ Determination Letter sent by NPFC to Global on January 5, 2026.

¹⁷ Request for reconsideration letter with attachments received March 4, 2026.

¹⁸ Email from Global to NPFC dated April 7, 2026, confirming total costs claimed on reconsideration are \$66,417.13 (Original offer of \$28,011.32 + \$38,405.81).

¹⁹ 33 CFR Part 136.

the facts of the claim.²⁰ The NPFC may rely upon, is not bound by the findings of fact, opinions, or conclusions reached by other entities.²¹ 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. CLAIM HISTORY:

On October 6, 2025, Global presented its removal costs claim to the National Pollution Funds Center (NPFC) for \$185,400.85.²² The NPFC thoroughly reviewed the original claim, all information provided by Global and obtained independently, the relevant statutes and regulations, and ultimately paid \$28,011.32 and denied \$157,389.53 of the claimed costs.²³ The NPFC's initial determination is hereby incorporated by reference.

III. REQUEST FOR RECONSIDERATION:

The regulations implementing OPA require requests for reconsideration of an initial determination to be in writing and include the factual or legal grounds for the relief requested, along with any additional support for the claim.²⁴ The claimant has the burden of providing all evidence, information, and documentation deemed necessary by NPFC's Director to support the claim.²⁵ When analyzing a request for reconsideration, the NPFC performs a *de novo* review of the entire claim submission, including any new information provided by the Claimant in support of its request for reconsideration. The written decision by the NPFC is final.²⁶

On March 4, 2026, the NPFC received Global's timely request for reconsideration of costs denied in the amount of \$37,267.37²⁷ for a total sum certain of \$65,278.69 and increased their request to \$66,417.13 on April 7, 2026²⁸ after the NPFC identified some errors in their calculations. Global's request encompasses personnel and some of the equipment costs the NPFC denied from 1538 on March 26, 2025 through March 29, 2025 - because the costs were incurred after the FOSCR determined the substantial threat of discharge was appropriately addressed.²⁹

²⁰ 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)).

²¹ 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).

²² See, Global Diving Original claim submission received October 6, 2025. See also, signed OSLTF form dated June 30, 2025.

²³ Determination Letter sent by NPFC to Global on January 5, 2026.

²⁴ 33 CFR 136.115(d).

²⁵ 33 CFR 136.105(a).

²⁶ 33 CFR 136.105(a).

²⁷ Email from Global to NPFC with request for reconsideration letter as attachment received March 4, 2026.

²⁸ Email from Global to NPFC dated April 7, 2026, confirming total costs claimed on reconsideration are \$66,417.13 (Original offer of \$28,011.32 + \$38,405.81).

²⁹ See, Email from LCDR (b) (6) to NPFC dated October 17, 2025. See also, USCG Sector San Francisco SITREP-POL TWO AND FINAL dated March 27, 2025, which states Global completed pollution removal at 1538.

To support their request for reconsideration, Global submitted a two-part argument³⁰ for compensation of costs incurred from March 26-29, 2025 after the Coast Guard FOSC determined that the response concluded by 1538 on March 26, 2025.³¹ Their primary argument centers on costs for equipment essential to complete approved pollution removal operations conducted from March 26-27, 2025, and costs for disposal of the 1,300 gallons of oil products collected during that period of time. The secondary argument centers on costs for pollution removal work conducted to address 300 gallons of oily water that accumulated overnight and was removed on March 28, 2025 to include transfer and disposal of these products on March 29, 2025. All of these costs are included as part of invoices 159215 and 160409.

Global argues several points of law, to include: 1) under the OPA, removal costs are broadly defined to encompass costs incurred for actions taken to address substantial threats of discharge and that the statutory framework provides that “removal costs” include “any removal costs incurred by any person for acts taken by the person which are consistent with the National Contingency Plan. 33 U.S.C. 2702(b)(1)(B);³² 2) the National Contingency Plan explicitly defines “removal” to include the disposal of removed material at 40 CFR 300.5;³³ 3) the NPFC is authorized to pay claims for uncompensated removal costs that are “consistent with the National Contingency Plan” at 33 U.S.C. 2712(a)(4);³⁴ and 4) congressional intent supports compensability of disposal costs.³⁵

Finally, Global argues their Cal Oil disposal invoice confirms the estimated 1,300 gallons of oily water was collected by NRC on March 27, 2025 and was disposed of on March 28, 2025 which occurred during approved operations.³⁶

IV. ANALYSIS ON RECONSIDERATION:

The regulations implementing OPA require requests for reconsideration of an initial determination to be in writing and include the factual or legal grounds for the relief requested, along with any additional support for the claim in accordance with our governing claims regulations at 33 CFR 136.115(d).

The NPFC has thoroughly reviewed and considered the Claimants’ request for reconsideration of personnel and some of the equipment costs the NPFC denied from 1538 on March 26, 2025 through March 29, 2025 which were initially denied because the costs were

³⁰ Email from Global to NPFC dated March 3, 2026 w/attached 2026.03.03 - request for reconsideration – final.pdf.

³¹ See, Email from LCDR (b) (6) to NPFC dated October 17, 2025. See also, USCG Sector San Francisco SITREP-POL TWO AND FINAL dated March 27, 2025, which states Global completed pollution removal at 1538.

³² Email from Global to NPFC dated March 3, 2026 w/attached 2026.03.03 - request for reconsideration – final.pdf page 2.

³³ Email from Global to NPFC dated March 3, 2026 w/attached 2026.03.03 - request for reconsideration – final.pdf page 2.

³⁴ Email from Global to NPFC dated March 3, 2026 w/attached 2026.03.03 - request for reconsideration – final.pdf page 3.

³⁵ Email from Global to NPFC dated March 3, 2026 w/attached 2026.03.03 - request for reconsideration – final.pdf page 3.

³⁶ Email from Global to NPFC dated March 3, 2026 w/attached 2026.03.03 - request for reconsideration – final.pdf page 3-4.

incurred after the FOSCR determined the substantial threat of discharge was appropriately addressed.³⁷

The NPFC agrees that Global's arguments on reconsideration are supported by the National Contingency Plan and that congressional intent supports compensability of disposal costs. Additionally, most of the costs requested on reconsideration are supported by invoices 159215 and 160409 and other documentation submitted by Global. However, Global failed to provide evidence that their response actions from 1538 on March 26, 2025 through March 29, 2025 were **determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC** as required by the claims regulations.³⁸ The NPFC noted this as the main point of denial of these costs in our initial determination.

On March 12, 2026, the NPFC contacted the FOSC and requested review of Global's costs associated with the removal of engine oil and additional bilge water on March 28, 2025.³⁹ That same evening, the Chief of Response Operations for Sector Los Angeles-Long Beach confirmed that the actions taken by Global were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC. Additionally, he confirmed that the actions taken were necessary to prevent, minimize, or mitigate the effects of the incident, given the dynamic response conditions and ongoing environmental risks identified after the substantial threat was initially considered abated.⁴⁰ With FOSC coordination established, the NPFC reviewed the costs in detail.

On March 19, 2026, the NPFC requested that Global clarify and provide a detailed breakdown of the items included in the totals claimed on March 27, 2025 for Cal Oil Disposal (\$2,550.39) and March 28, 2025 for Transportation for Disposal (\$2,629.88). Specifically, the NPFC requested to understand which additional items were included beyond the CalOil invoice and markup, as referenced in the reconsideration request.⁴¹ On the same day, Global explained that the amounts in question reflect a \$0.44 variance due to a rounding error and provided detailed breakdowns for both totals, indicating that the Cal Oil charge was based on the NRC invoice with additional markups applied by Global, and that the March 28th transportation costs were also derived from the same NRC invoice.⁴²

On March 24, 2026, the NPFC requested a breakdown of the item "Collection and Disposal Services" listed under March 29, 2025, and sought confirmation that the correct rate schedule was used for the claim. Additionally, we requested whether any alternative rate schedule or addendum with different terms was in effect at the time of the incident.⁴³ Later the same day, Global provided the NPFC with a detailed breakdown of the items included in the totals in question, along with an explanation of employee compensation and information regarding the California Union Collective Bargaining Agreement governing Piledriver wages.⁴⁴

³⁷ See, Email from LCDR (b) (6) to NPFC dated October 17, 2025. See also, USCG Sector San Francisco SITREP-POL TWO AND FINAL dated March 27, 2025, which states Global completed pollution removal at 1538.

³⁸ 33 CFR 136.203(c).

³⁹ Email from NPFC to FOSC Re Request for FOSC Assistance dated March 11, 2026.

⁴⁰ Email from FOSC to NPFC Re Global Request for FOSC Assistance dated March 12, 2026.

⁴¹ Email from NPFC to Global Re Costs Breakdown Request dated March 19, 2026.

⁴² Email from Global to NPFC Re Costs Breakdown Request Response dated March 19, 2026.

⁴³ Email from NPFC to Global Re Global AI Request dated March 24, 2026.

⁴⁴ Email from Global to NPFC Re Global Breakdown dated March 24, 2026.

On March 26, 2026, the NPFC requested confirmation regarding the Salvage Master's compensation under Global's Rate Schedule, specifically, clarification on how the invoiced Piledriver rate was calculated compared to the paystubs and the union contract, along with an explanation for discrepancies in straight time and overtime hours recorded for Piledriver work on March 28, 2025.⁴⁵ On the same day, Global confirmed that the Salvage Master is compensated according to the Rate Schedule and not under the Union Contract, and explained that the invoiced Piledriver rate includes fringe benefits and markup as calculated in their annual tariff workbook. Additionally, Global clarified that hours billed align with union practices during emergency call-outs, even if advance notification requirements cannot always be met.⁴⁶

On April 6, 2026, the NPFC notified Global that we found that Global's 4.5% Administrative & Compliance Surcharge was not applied to items requested under reconsideration for invoice #159215. The NPFC requested confirmation from the claimant that they wanted to increase their sum certain to \$66,417.13, which includes previously approved costs.⁴⁷ Global confirmed that \$66,417.13 is their new sum certain.⁴⁸

Considering all the above responses, the NPFC adjudicated Global's personnel costs by reviewing the total hours worked each day from Global's employee paystubs, then applying the terms and conditions of employee straight time, overtime and double time work hours to Global's rate schedule for the Salvage Master and the union contract for all other employees.⁴⁹

Additionally, the NPFC approved the additional equipment and disposal costs requested on reconsideration, since Global's description of use and the updated FOSC coordination email provided on March 12, 2026 confirmed they were required to complete response actions.

Upon reconsideration of the costs, the NPFC denied \$778.00 for the following reasons:

Invoice # 159215:

1. Global's Salvage Master hourly rates are covered by Global's Rate Schedule which requires a 30-minute non-chargeable lunch period.⁵⁰ This was not previously deducted from Global's costs. The NPFC deducted this .5 hour of straight time on 3/26 & 3/27 and overtime on 3/29 for:
 - a. Salvage Master on 3/26/2025 - **\$123.00.**
 - b. Salvage Master on 3/27/2025 - **\$123.00.**
 - c. Salvage Master on 3/29/25 - **\$179.00.**
2. Global's Piledriver personnel are union members and their straight time (ST), overtime (OT) and double time (DT) hours are noted in their union contract.⁵¹ The contract requires 8 hours of straight time between 0600 and 1700. Global claimed some of the straight time hours as overtime hours:

⁴⁵ Email from NPFC to Global Re Global AI Explanation Req dated March 26, 2026.

⁴⁶ Email from Global to NPFC Re Personnel Costs Explanation dated March 26, 2026.

⁴⁷ Email from NPFC to Global Re Correct Sum Certain Request dated April 6, 2026.

⁴⁸ Email from Global to NPFC Re Sum Certain Request Confirmation dated April 7, 2026.

⁴⁹ See, Global Employee Payment Stubs for week ending March 29, 2025. See also, Global's rate schedule and California Union Collective Bargaining Agreement.

⁵⁰ Rate Schedule provided by Global in their initial claim submission dated October 6, 2025.

⁵¹ California Union Collective Bargaining Agreement.

- a. (b) (6) on 3/27/2025 - NPFC adjusted 1.5 hours of OT to ST since it fell within the required ST hours leaving 0930-1700 as 7.5 ST hours and 1700-1900 as 2 hours of overtime. NPFC denied **\$106.50**.
 - b. (b) (6) on 3/27/2025 - NPFC adjusted 1.5 hours of OT to ST since it fell within the required ST hours leaving 0930-1700 as 7.5 ST. NPFC denied **\$106.50**.
 - c. (b) (6) on 3/27/2025 - NPFC adjusted 1.5 hours of OT to ST since it fell within the required ST hours leaving 1300-1700 as 4.0 ST. NPFC denied **\$106.50**.
3. The NPFC reduced Global's 4.5% Administrative & Compliance Surcharge for the costs denied above - NPFC denied **\$33.50**.

Overall Denied Costs = \$778.00

V. CONCLUSION:

After careful analysis of all the supporting documentation provided by the claimant, the evidence obtained by the NPFC and the entire administrative record, the NPFC determines and finds as a matter of fact that there was a substantial threat of discharge of diesel fuel, into Stillwater Cove, a tributary of the Pacific Ocean and a navigable waterway of the United States.⁵² The substantial threat came from the 54-foot vessel Emerald C, which ran aground on the rocks at Stillwater Cove and was taking on water.⁵³ The USCG authorized Global to contain and clean up the spill.⁵⁴ All removal costs approved for payment to the claimant were determined to be reasonable and uncompensated and were determined by the FOSC to be consistent with the NCP.⁵⁵

The NPFC determines that \$778.00 of the costs requested on reconsideration, remain denied because they represent non-chargeable lunch hours per Global's Rate Schedule, overtime hours that were required to be adjusted to straight time hours in accordance with the union contract requirements, and associated administrative surcharges adjusted for the denied costs.

Based on a comprehensive review of the record, the applicable law and regulations, and for the reasons outlined above, Global's request for reconsideration of its uncompensated removal costs is approved in the amount of **\$65,639.13**.

⁵² See, United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025. See also, Notice of Federal Interest to Mr. (b) (6) dated March 26, 2025.

⁵³ United States Coast Guard (USCG) Situation Report (SITREP-POL) One dated March 27, 2025.

⁵⁴ USCG Authorization to Proceed, FPN UCGPA25011 dated March 28, 2025.

⁵⁵ Email from LCDR (b) (6) to NPFC Re Global Request for FOSC Assistance dated March 12, 2026.

This determination on reconsideration is a settlement offer,⁵⁶ the claimant has 60 days in which to accept this offer. Failure to do so automatically voids the offer.⁵⁷ The NPFC reserves the right to revoke a settlement offer at any time prior to acceptance.⁵⁸ Moreover, this settlement offer is based upon the unique facts giving rise to this claim and is not precedential.

Claim Supervisor: (b) (6) (b) (6)
Date of Supervisor's review: 04/30/2026
Supervisor Action: *Offer Approved.*

⁵⁶ 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).

⁵⁷ 33 CFR 136.115(b).

⁵⁸ *Id.*