

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 12-10013-CR-KING/SNOW

UNITED STATES OF AMERICA

v.

CHRISTOPHER JONES and
ALISON GRACEY,

Defendants. /

JOINT FACTUAL STATEMENT

If this matter were to proceed to trial, the United States of America and Defendants CHRISTOPHER JONES and ALISON GRACEY (hereafter collectively, the “Defendants”) agree that by photographs, documentary evidence and the testimony of witnesses, the United States would establish the following beyond a reasonable doubt:

1. At all relevant times the Defendants were citizens of the United Kingdom.; or transported in interstate or foreign commerce. 16 U.S.C. § 3372(d)(1) and (2).
2. From approximately June 28, 2010, through December 18, 2011, Defendants jointly owned a business called “The Key Largo Scuba Shack, LLC” (hereinafter “the Scuba Shack”), which was incorporated in Florida on July 20, 2010. The Scuba Shack operated out of Key Largo, Florida and engaged in charter scuba diving trips. Defendants jointly ran the business and made all significant decisions regarding the manner in which the business would be operated.
3. When Defendants were not physically present at the Scuba Shack, a manager updated them about the Scuba Shack’s business via email and telephone, so that they could approve expenditures and make other business decisions remotely.

4. The Scuba Shack's primary vessel for carrying its paying customers to scuba diving locations was a 24.8-foot passenger vessel called the "*M/V Get Wet*" (hereinafter "*Get Wet*"), which was purchased by JONES in June 2010. The *Get Wet* was designed to carry up to fifteen passengers and two crewmembers. In the center of the boat was a bench that was designed to accommodate six people and hold twelve SCUBA tanks. It had four latches, located at the bottom corners of the bench, to secure it to the *Get Wet's* deck. The bench weighed approximately 334 pounds.

5. After purchasing the vessel, a series of applications related to vessel documentation were submitted at the direction of the true owners, the Defendants, to the United States Coast Guard. Each application contained an express warning that only U.S. citizens could be owner(s) of a U.S. registered vessel and required the applicant to certify that each and every owner of the vessel was a U.S. citizen. Defendants caused various of their employees, U.S. Citizens, to sign the applications as if they owned the vessel and withheld the fact that non-citizens owned the vessel in whole or in part.

6. A Coast Guard inspection was necessary for Defendants to operate the *Get Wet* in commercial service with more than six passengers. During several routine inspections, the Coast Guard identified major repairs that were necessary before the Coast Guard would certify the *Get Wet* for commercial service. The required repairs included securing the center engine bench cover to the deck and making repairs below the deck to insure the water-tight integrity of two bulkheads.

7. On January 7, 2011, at the direction of JONES, an employee of the Scuba Shack notified the Coast Guard that the *Get Wet* would thereafter operate as an uninspected vessel. This meant that Defendants could then operate the *Get Wet* commercially, carrying no more than 6

passengers for hire, without Coast Guard inspection (despite the fact that it had not passed a Coast Guard inspection.

8. After January 7, 2011, Scuba Shack employees repeatedly informed Defendant JONES that the *Get Wet* flooded dangerously. One witness specifically recounted to U.S. authorities that the deck plates were barely attached and that the engine bench cover would rock back and forth. On one voyage with GRACEY aboard as the dive master, the *Get Wet* almost sank. When a second boat captain refused to operate the *Get Wet* in heavy seas with six passengers because he felt it was unsafe, JONES directed that he be fired if he refused to operate the boat in rough sea conditions.

9. The *Get Wet* broke down repeatedly while in service for Defendants and equipment on the boat failed repeatedly, including pumps intended to de-water the vessel. In the two months pre-ceding the boat's sinking on December 18, 2018, a marine salvor was required to tow the *Get Wet* to shore three times. Despite these developments, JONES failed to expend the funds necessary to repair and replace items related to the safe operation of the vessel despite being apprised of the problems by the shop employees and a mechanic hired to conduct limited repairs.

10. On December 8, 2011, a Scuba Shack employee emailed the email account shared by Defendants requesting permission to buy supplies and noting that "the dive boat had . . . trouble." When explaining "the trouble," the employee wrote that "[t]he boat gave us a scare when we 1st left the canal because the thermostat stuck, the engine temp rose but then the thermostat came open and the engine cooled." In a response five days later, GRACEY ignored the boat's mechanical difficulties but directed the employee to buy various office supplies.

11. On December 18, 2011, the *Get Wet* departed the pier for a scuba diving trip with two crew and six passengers. One of the passengers was Aimee Rhoads, who was the thirty-six-

year-old mother of a three-year-old girl. The *Get Wet* was being operated by a nineteen-year-old employee of Defendants.

12. The *Get Wet* anchored on Molasses Reef, near Key Largo, Florida. During the first dive, the operator posted to Facebook, stating, "bilge pump failed again." Simultaneously, the sea state worsened from calm to choppy. When the divers emerged from the water, the *Get Wet* was taking heavy water onto the stern, which was accumulating on the deck. In an effort to compensate, the operator ordered all of the passengers forward under the boat's overhead Bimini top. At that point, the *Get Wet* rolled heavily and capsized. The location of the sinking was within United States territorial seas and outside of Florida state waters.

13. The *Get Wet* sank quickly to the ocean bottom in approximately thirty feet of water. During the vessel's descent to the bottom, the engine cover bench detached from the deck because it was not secured with proper hardware. The bench was made of wood and lined with fiberglass, both buoyant materials, and it rose upwards as the *Get Wet* sank and pressed forcefully against the *Get Wet's* windshield. The upward force of the bench pinned Aimee Rhoads' leg against the forward windshield and trapped her in the *Get Wet*. A second individual was also trapped beneath the overturned bench itself.

14. Another dive-charter vessel approached and rendered assistance. After securing diving gear from the responding vessel, the *Get Wet* operator dove on the sunken vessel and retrieved the unconscious passenger from the bench cover. He was successfully resuscitated and survived. In a subsequent dive, the operator, after fifteen minutes of trying to pull the bench off Aimee Rhoads succeeded and surfaced with her. Despite receiving cardio-pulmonary resuscitation, Aimee Rhoads was pronounced dead upon arrival to shore. A subsequent autopsy revealed the cause of her death as saltwater drowning.

15. U.S. Coast Guard experts inspected the *Get Wet* after it was salvaged. The inspection revealed that none of *Get Wet*'s bilge compartments - the engine spaces below the ship's deck - were watertight. The aft-most bilge space, called the lazarette, was covered by a deck plate with thirty holes for securing bolts, but twenty-two bolts were missing, and the eight bolts present were so loose that they were incapable of fastening the deck plate to the boat. The lazarette plate was also warped upward and lacked any gasket to seal it. Other deck plates were similarly loose. The wood at the bottom of the engine bench cover was rotten, and the screws intended to secure it to the deck were too small. Beneath the deck, the U.S. Coast Guard found that all of the bulkheads were compromised by holes that permitted water to flow between the various bilge compartments. Moreover, the lazarette bilge pump had been previously disassembled and re-assembled incorrectly.

16. The Coast Guard investigation concluded that the non-watertight condition of the lazarette deck plate allowed water to flood the lazarette compartment. Once the lazarette flooded, the non-watertight bulkheads and engine deck plates allowed the engine compartment to flood and the lazarette bilge pump failed due to its improper assembly. As the divers boarded the boat after the first dive they added significant weight to the stern, which was already flooding and under water. When the boat sank, the improperly secured buoyant bench broke free and rose forcefully, pressing against the inside of the cabin area under the Bimini top.

17. JONES was the primary architect of the scheme to operate the vessel as an uninspected dive-charter vessel and was the primary decision maker in the expenditure of funds to repair, maintain, and operate the vessel. JONES directly caused, aided, and abetted the reckless operation of a means of transportation, to wit the *Get Wet*, by failing to correct the safety deficiencies known to him through the results of the Coast Guard inspections, and information

regarding problems with the vessel provided to him by the operators he hired and the mechanics he employed and his knowledge of the breakdowns and other deficiencies. His conduct created a risk of such a nature and degree that his disregard of the risk amounted to a gross deviation from the standard of care that a reasonable person would exercise in such a situation.

18. GRACEY, who on occasion acted as a dive master on the vessel, was generally aware of the condition of the vessel, and was criminally negligent as co-owner in not ensuring that the vessel was repaired and maintained in a safe operating condition in a gross deviation from the standard of care of a reasonable person under the circumstances.

Conclusion

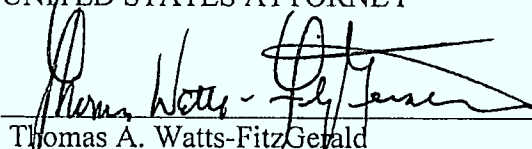
Based upon the foregoing, the United States and the Defendants respectfully submit that a reasonable jury would find that CHRISTOPHER JONES and ALISON GRACEY are each guilty beyond a reasonable doubt of causing the death of another, without malice, during the commission of a lawful act which might produce death, that is, operating a commercial dive charter in an unlawful manner and without due caution and circumspection, in violation of Title 18, United States Code, Sections 1112 and 2, as charged in Count 1 of the Indictment in this case.

Respectfully submitted,

ANTONIO JUAN GONZALEZ
UNITED STATES ATTORNEY

Date: 05/19/2022


By:


Thomas A. Watts-FitzGerald
Assistant United States Attorney

Reviewed and agreed to:

Date: 5/20/2022

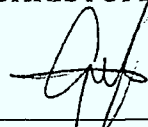
By:



ADAM GOODMAN, ESQ.
ATTORNEY FOR DEFENDANT
CHRISTOPHER JONES

Date: 5/20/2022

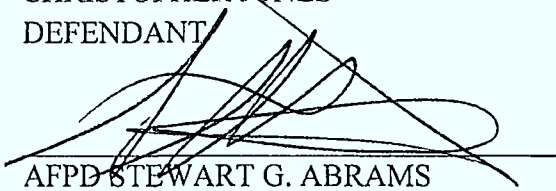
By:



CHRISTOPHER JONES
DEFENDANT

Date: 5/20/22

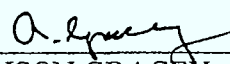
By:



AFPD STEWART G. ABRAMS
ATTORNEY FOR DEFENDANT
ALISON GRACEY

Date: 5/20/2022

By:



ALISON GRACEY
DEFENDANT