AUSA: Andrew Stahl

26 MAG 3226

UNITED STATES OF AMERICA

v.

MANUEL HERNANDEZ,

Defendant.

COMPLAINT

Violations of 18 U.S.C. §§ 1115 and 2

COUNTY OF OFFENSE:
NEW YORK

SOUTHERN DISTRICT OF NEW YORK, ss.:

MAURO DESA, being duly sworn, deposes and says that he is a Special Agent with the United States Coast Guard Investigative Service ("USCGIS"), and charges as follows:

COUNT ONE
(Misconduct and Neglect of Ship Officer Resulting in Death)

1. On or about August 8, 2026, in New York Harbor, a navigable waterway of the United States, within the Southern District of New York, and within the admiralty jurisdiction of the United States, MANUEL HERNANDEZ, the defendant, being a captain, engineer, pilot, and person employed on a vessel, by misconduct, negligence, and inattention to his duties on such vessel, caused the life of a person to be destroyed, and being an owner, charterer, inspector, and other public officer of a vessel, through fraud, neglect, connivance, misconduct, and violation of law, caused the life of a person to be destroyed, to wit, HERNANDEZ, the pilot and operator of a Yamaha AR210, which HERNANDEZ had not registered or obtained certification to operate in New York Harbor with paying customers, overloaded the vessel with paying customers in New York Harbor and caused the vessel to be operated in a dangerous manner, causing the death of a passenger, to wit a five-month-old infant.

(Title 18, United States Code, Sections 1115 and 2.)

COUNT TWO
(Misconduct and Neglect of Ship Officer Resulting in Death)

2. On or about August 8, 2026, in New York Harbor, a navigable waterway of the United States, within the Southern District of New York, and within the admiralty jurisdiction of the United States, MANUEL HERNANDEZ, the defendant, being a captain, engineer, pilot, and person employed on a vessel, by misconduct, negligence, and inattention to his duties on such vessel, caused the life of a person to be destroyed, and being an owner, charterer, inspector, and other public officer of a vessel, through fraud, neglect, connivance, misconduct, and violation of law, caused the life of a person to be destroyed, to wit, HERNANDEZ, the pilot and operator of a Yamaha AR210, which HERNANDEZ had not registered or obtained certification to operate in New York Harbor with paying customers, overloaded the vessel with paying customers in New

York Harbor and caused the vessel to be operated in a dangerous manner, causing the death of a passenger, to wit a twenty-seven-year-old woman.

(Title 18, United States Code, Sections 1115 and 2.)

The bases for my knowledge and the foregoing charges are, in part, as follows:

3. I am a Special Agent with the USCGIS, currently assigned to Coast Guard Investigative Service Northeast Region. This affidavit is based upon my conversations with law enforcement personnel, my examination of reports, records, and electronic evidence, and my conversations with witnesses, including my participation in a voluntary interview of MANUEL HERNANDEZ, the defendant. Because this affidavit is being submitted for the limited purpose of demonstrating probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

Overview

4. I am involved in an investigation being conducted jointly by the USCGIS and the New York City Police Department ("NYPD") into the capsizing of a motor vessel, a Yamaha AR210 (the "Vessel"), in New York Harbor resulting in the death of two passengers—a five-month-old infant ("Victim-1") and a twenty-seven-year-old woman ("Victim-2")—that occurred on or about August 8, 2026, at approximately 10:30 p.m. (the "Capsizing"). At the time of the Capsizing, MANUEL HERNANDEZ, the defendant, was the pilot and operator of the Vessel. As described in greater detail below, HERNANDEZ's negligent actions and omissions caused the Capsizing and the deaths of Victim-1 and Victim-2. At the time of the Capsizing, among other things: (i) HERNANDEZ operated the Vessel with 14 people onboard, exceeding the Vessel's maximum allowable capacity of 10 people; (ii) HERNANDEZ knowingly operated the Vessel with an infant onboard, knowing that the infant was not wearing a personal floatation device ("PFD") and that the Vessel was not equipped with any child- or infant-sized PFDs; (iii) HERNANDEZ had not obtained a Merchant Mariner Credential ("MMC"), a required United States Coast Guard ("USCG") certification to operate the Vessel with paying customers onboard; (iv) HERNANDEZ operated the Vessel without a valid USCG Certificate of Inspection ("COI"), which is required for a vessel to operate with paying customers onboard, and, in fact, the Vessel was of a type and size that made it ineligible to receive a COI for the type of operation conducted by HERNANDEZ.

The Tour Operations Company

5. Based on my review of law enforcement and USCG documents and records, my participation in interviews of passengers who were onboard the Vessel on or about August 8, 2026, as well as my review of publicly available information, I have learned, among other things, that:

a. On or about August 8, 2026, MANUEL HERNANDEZ, the defendant, was operating the Vessel while working for a tour operations company (the "Tour

Operator"). The Tour Operator brands itself as a luxury provider of limousine and rental yacht services, and publicly advertises itself online and on social media.

b. The Tour Operator's website and social media account advertise various prices for boat charters, depending on the number of guests and the size of the boat. Image-1, below, is a representative post from the Tour Operator's social media account which, for example and based on a draft translation of Spanish to English, I believe advertises up to 10 boat charters (*"10 Cupos Limitados"*) for up to 12 individuals per charter (*"Hasta 12 Personas"*) at a price of $1,200 for four hours.

Image-1

c. The Tour Operator's website and social media account do not appear to include any information about USCG licensure, and I am not aware of the Tour Operator ever having applied for any USCG licensure.

The August 8, 2026 Capsizing and the Deaths of Victim-1 and Victim-2

6. Based on my review of law enforcement reports and records, my participation in interviews of passengers who were onboard the Vessel on or about August 8, 2026, and my conversations with other law enforcement officers, I have learned, among other things, that:

a. On or about August 8, 2026, MANUEL HERNANDEZ, the defendant, piloted a boat tour of New York Harbor for 13 passengers that had been arranged through the Tour Operator (the "August 8 Tour").

b. One of the passengers for the August 8 Tour paid Hernandez approximately $1,000 in cash and made an additional electronic payment of approximately $800 to the Tour Operator, as compensation for the August 8 Tour.

c. The passengers for the August 8 Tour included Victim-1, who was five-month-old infant, Victim-2, who was Victim-1's mother, and Victim-1's father. Shortly before boarding the Vessel to commence the August 8 Tour, HERNANDEZ asked Victim-1's parents if they had an infant PFD for Victim-1 and was told they did not. HERNANDEZ responded that the Vessel was not equipped with any child- or infant-sized PFDs. Knowing this to be the case, HERNANDEZ instructed Victim-1's parents that one of them would need to wear a PFD and hold Victim-1 throughout the August 8 Tour. Victim-2 wore a PFD and held Victim-1 throughout the August 8 Tour.

d. The August 8 Tour consisted of a trip around New York Harbor, in the vicinity of the Statue of Liberty.

e. At approximately 10:20 p.m., approximately three hours and twenty minutes into the tour, while piloting the Vessel in the direction of the Statue of Liberty, HERNANDEZ made a U-turn. The U-turn brought the Vessel into a swell, possibly caused by the wake of a larger passing vessel. HERNANDEZ attempted to accelerate the throttle of the Vessel to pass through the swell. However, the swell swamped the bow of the Vessel and immediately capsized the Vessel. Image-2 below, is a map depicting a portion of New York Harbor. The location of the Capsizing is marked with a red X. Liberty Island is circled in red.

Image-2

f. There were 14 people, including HERNANDEZ, onboard the Vessel at the time of the Capsizing. All 14 people were thrown overboard during the Capsizing.

g. Shortly after the Capsizing, other boats, including commercial vessels and vessels operated by the NYPD, the USCG, and the New York City Fire Department, responded to the scene to render emergency assistance. Eleven passengers and HERNANDEZ were recovered in varying medical conditions and survived the Capsizing. Image-3, below, depicts the capsized Vessel, tied to a pier after the Capsizing.

Image-3

h. The bodies of Victim-1 and Victim-2 were recovered in the water by members of the NYPD and USCG. Both Victim-1 and Victim-2 were unresponsive, received CPR from emergency responders, and were immediately transported to a hospital in Brooklyn. Upon arrival at the hospital, both Victim-1 and Victim-2 were pronounced deceased by medical personnel.

i. Following the Capsizing, members of the U.S. Army Corps of Engineers, in coordination with USCG and NYPD, recovered the Vessel. Image-4, below, depicts the capsized Vessel being lifted out of the water by a crane.

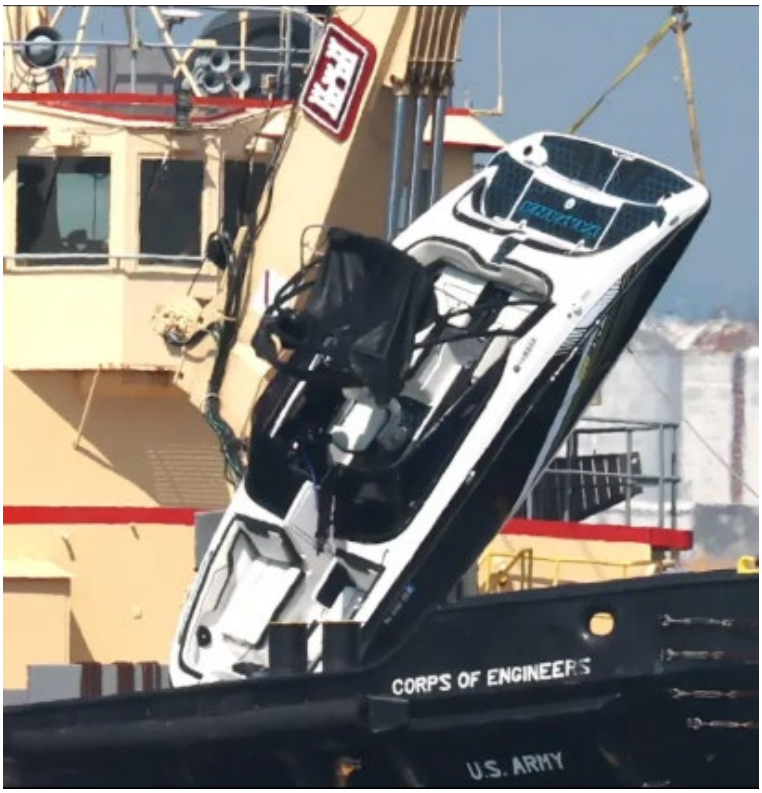

Image-4

HERNANDEZ's Post-Arrest Statement

7. On or about August 9, 2026, after being taken into custody, MANUEL HERNANDEZ, the defendant, was advised of his *Miranda* rights and voluntarily agreed to be interviewed by law enforcement officers. The interview, for which I was present and which was conducted by personnel from USCGIS and the NYPD, was video recorded. During the interview, HERNANDEZ stated, among other things, the following:

a. Since approximately 2025, HERNANDEZ has worked periodically, on a freelance or contract basis, for the Tour Operator. HERNANDEZ began working for the Tour Operator as a limousine driver.

b. More recently, on at least two occasions prior to on or about August 8, 2026, HERNANDEZ piloted boat tours in or around New York Harbor, organized by the Tour Operator. HERNANDEZ piloted these tours using his personal boat, a Yamaha AR250, which is similar to, but larger than, the Vessel. HERNANDEZ piloted these tours without holding an MMC and without having obtained a COI for his Yamaha AR250. HERNANDEZ was paid approximately $1,000 for each of these tours.

c. HERNANDEZ piloted the August 8 Tour using the Vessel, which was owned by a friend of HERNANDEZ (the "Owner"). HERNANDEZ used the Vessel because HERNANDEZ's Yamaha AR250 required mechanical repairs. HERNANDEZ obtained the Owner's consent to use the Vessel, but did not inform the Owner that he was using the Vessel to

pilot a tour for paying customers, organized by the Tour Operator.

d. When operating his own Yamaha AR250, HERNANDEZ had taken no more than 12 passengers, which he understood to be the maximum capacity for his Yamaha AR250. HERNANDEZ was unaware of the maximum capacity for the Vessel, which is approximately four feet smaller than his Yamaha AR250—and, therefore, would have equal or lesser capacity than his own boat—because there was no placard on the Vessel displaying its maximum capacity. HERNANDEZ initially believed that the August 8 Tour would consist of 12 passengers, but ultimately agreed to take 13 passengers.

e. HERNANDEZ admitted that he never sought a USCG COI and stated he was unaware of this requirement. As explained in Paragraph 8, *infra*, a USCG COI is required by federal regulations.

f. HERNANDEZ admitted that he has never held or sought to obtain a valid MMC and stated he was unaware of this requirement. As explained in Paragraph 9, *infra*, an MMC is required by federal regulations.

g. HERNANDEZ admitted that he agreed to conduct the August 8 Tour with an infant onboard, knowing that there were no child- or infant-sized PFDs onboard the Vessel. As explained in Paragraph 10, *infra*, federal regulations required that children under 13 years of age wear an appropriate PFD.

HERNANDEZ's Failure to Comply with Federal Regulations Governing Vessels and Operators Engaged in For-Hire Operations

8. Based on my review of law enforcement and USCG reports and records, my conversations with other law enforcement officers, my review of federal regulations, and my training and experience, I know, among other things, that:

a. Federal regulations mandate that any vessel carrying more than six passengers, including at least one for-hire passenger, can be operated only if it has a valid USCG COI. The COI includes, among other things, the routes that the vessel is permitted to travel and the maximum number of passengers it is permitted to carry.

b. Despite engaging in for-hire operations onboard the Vessel on or about August 8, 2026, MANUEL HERNANDEZ, the defendant, never sought or received a USCG COI, as he was required by federal regulations to do.

c. One component of the credentialing process to receive a USCG COI involves the vessel undergoing a stability test or the applicant submitting a stability letter, in which stability standards for the vessel are reviewed by a qualified USCG marine inspector to determine the total number of passengers allowed onboard during for-hire operations for the particular route in question. Despite engaging in for-hire operations onboard the Vessel, HERNANDEZ never had the stability standards reviewed to determine the maximum number of passengers permitted onboard the Vessel while operating in New York Harbor. In fact, on or about August 8, 2026, the number of passengers onboard the Vessel exceeded the absolute maximum capacity standards

established by Yamaha—the manufacturer of the Vessel—setting aside any lower capacity limits that might have been imposed as a result of the COI inspection process.

d. Had HERNANDEZ sought to obtain a USCG COI for the Vessel to operate in New York Harbor in the condition it was in on or about August 8, 2026, as he was required by federal regulations to do, he would have been unable to do so because the Vessel was not of a type suitable for the commercial operation in which HERNANDEZ was engaged.

9. Based on my review of law enforcement and USCG reports and records, my conversations with other law enforcement officers, my review of federal regulations, and my training and experience, I know, among other things, that:

a. Federal regulations mandate that every vessel engaged in for-hire operations have an individual holding a valid MMC with endorsement as a master in command of the vessel. An MMC is granted by the USCG National Maritime Center. Even the minimum USCG certification to take up to six passengers onboard, including at least one for-hire passenger, requires that operators show a minimum of 360 days of documented boating experience, and that operators successfully pass a physical examination, drug test, background check, First Aid/CPR course, and a boating exam and/or USCG-approved boating course.

b. Because it carried more than six passengers onboard, including at least one for-hire passenger, on or about August 8, 2026, the Vessel was required to have an operator holding an even higher level of certification onboard than the baseline MMC, which would require additional qualifying sea service and a separate exam focused on navigation, principles of the proper operation of vessels, and other safety topics.

c. MANUEL HERNANDEZ, the defendant, never sought or obtained any of the required USCG certifications to operate vessels with for-hire customers onboard. Accordingly, HERNANDEZ never underwent any of the procedures mandated by federal regulations to ensure that operators of for-hire boating operations have the requisite experience and knowledge to safely engage in for-hire boating operations.

10. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of federal regulations, and my training and experience, I know that:

a. Federal regulations define a "recreational vessel" as "any vessel being manufactured or operated primarily for pleasure, or leased, rented, or chartered to another for the latter's pleasure." 33 C.F.R. § 175.3.

b. Federal regulations prohibit the operation of any recreational vessel with a child under 13 years old aboard, unless that child is "[w]earing an appropriate PFD approved by the Coast Guard," or the child is "[b]elow decks in an enclosed cabin." *See* 33 C.F.R. § 175.15.

c. On or about August 8, 2026, MANUEL HERNANDEZ, the defendant, operated the Vessel—which did not include any enclosed cabin—throughout the

August 8 Tour and at the time of the Capsizing, knowing that there was a child onboard not wearing an appropriate PFD as mandated by federal regulations.

WHEREFORE, I respectfully request that MANUEL HERNANDEZ, the defendant, be imprisoned or bailed, as the case may be.

Mauro Desa (by VF with permission)
MAURO DESA
Special Agent
United States Coast Guard Investigative Service

Sworn to me through the transmission of
this Complaint by reliable electronic
means (telephone), this 10 day of August, 2026.

THE HONORABLE VALERIE FIGUEREDO
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK