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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

HUEY LIN LUO, an individual,  
  
Plaintiff,  
  
vs.  
HAL NEDERLAND N.V., a Curacao  
corporation; HOLLAND AMERICA LINE N.V.,  
a Curacao corporation; HOLLAND AMERICA  
LINE – USA, INC., a Washington corporation;  
and HOLLAND AMERICA LINE INC., a  
Washington corporation,  
  
Defendants.

In Law and In Admiralty  
  
No.  
  
COMPLAINT FOR DAMAGES  
  
DEMAND FOR JURY TRIAL

COMES NOW the plaintiff herein, HUEY LIN LUO, by and through his undersigned attorneys of record, Michael David Myers and Myers & Company, P.L.L.C., and hereby alleges and asserts as follows:

**I. PARTIES**

- 1.1 Plaintiff Huey Lin Luo resides in San Diego, California.
- 1.2 Ms. Luo was a paying passenger aboard the ms ROTTERDAM at the time he sustained the injuries referenced herein.



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**III. FACTS**

3.1 Mr. Luo entered into a contract of passage with one or more of the defendants for the purpose of passage on the vessel ms ROTTERDAM.

3.2 Mr. Luo sustained personal injuries on or about July 21, 2011 while traveling under his contract of passage.

3.3 One of the fingers on Mr. Luo’s left hand was traumatically amputated when a deck door slammed shut on it.

3.4 As a result of the incident Mr. Luo suffered personal injuries and other special and general damages.

**IV. CAUSE OF ACTION--NEGLIGENCE**

4.1 Mr. Luo realleges all prior allegations as though fully stated herein.

4.2 A passenger carrier has a duty to exercise extraordinary vigilance and the highest skill to secure the safe conveyance of the passengers. This included (a) a duty to use reasonable care to maintain the premises so the were reasonably safe; (b) a duty to warn about dangerous conditions; (c) a duty to inspect for dangerous conditions; and (d) a duty to protect passengers against dangers of which they were aware or should have been aware.

4.3 The door constituted a dangerous condition.

4.4 Defendants breached their duty of care by (1) failing to ensure the door was fitted with a mechanism to prevent it from slamming; (2) failing to warn passengers of the risk that the door may slam under certain conditions; and/or (3) failing to provide staff to assist passengers when using the door if other safeguards to prevent injury were unavailable.

4.5 As a direct and proximate result of defendants’ negligence, Mr. Luo has suffered damages in an amount to be proven at the time of trial.

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**V. DAMAGES**

As a result of all acts and/or omissions set forth herein, Defendants are liable, jointly and severally, to Mr. Luo for all damages as are reasonable in the premises, which damages consist of but not limited to the following:

5.1 Past, present and future physical pain, suffering and loss of function.

5.2 Past, present and future mental pain, anguish and suffering.

5.3 Past, present and future medical expenses which include, but are not limited to, rehabilitation costs, doctor bills, hospital bills, medical tests, pharmaceutical bills, laboratory examinations, physical examination costs, and diagnostic studies.

5.4 Temporary and permanent disability.

5.5 General damages cognizable by the laws of the United States and Constitution of the United States of America.

**VI. JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

**VII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against the defendants, jointly and severally, as follows:

A. For monetary judgment in an amount sufficient to compensate Plaintiff for the special, general, incidental and consequential damages incurred and to be incurred as the direct and proximate result of the acts and omissions of the defendants or their agents, employees and all other persons or entities which they may be vicariously liable;

B. For prejudgment interest on all liquidated amounts as allowed by law;

1 C. For Plaintiff's reasonable costs and attorneys' fees incurred herein, pursuant to all  
2 applicable statutory, common law, and equitable theories; and

3 D. For such other and further relief as the Court deems just and equitable.

4 DATED this 30<sup>th</sup> day of December, 2011.

5 MYERS & COMPANY, P.L.L.C.

6 Attorneys for Plaintiff

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