

1 responded. If you serve a notice of appearance on the undersigned person, you are
2 entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
4 demand must be in writing and must be served upon the person signing this summons.
5 Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the
6 court, or the service on you of this summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so
8 promptly so that your written response, if any, may be served on time.

9 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of
10 the State of Washington.

11 DATED this 1st day of January, 2025, at Arlington, Washington.

12
13 

14
15 SCOTT ICEBERG
16 PLAINTIFF
17 4820 Longhouse Trail Ln NE Apt 406
18 Arlington, Washington 98223
19 425-480-9103
20 scotticeberg@yahoo.com
21
22
23
24

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5 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
6 IN AND FOR SNOHOMISH COUNTY

7 SCOTT ICEBERG,

8 Plaintiff,

9 v.

10 FLYBOYS, LLC., a Washington limited
11 liability company,

12 Defendant.

Case No.

COMPLAINT FOR DAMAGES,
DECLARATORY RELIEF

13
14 I. INTRODUCTION

15 1. This is a NUISANCE, and PUBLIC NUISANCE, lawsuit for money damages, and
16 declaratory relief

17
18 II. PARTIES

19 2. Plaintiff Scott Iceberg is a disabled resident of Arlington, Washington. Plaintiff has been
20 diagnosed with, and currently suffers from, ulcerative colitis, and is substantially limited with
21 regard to his immune function. Plaintiff is at an elevated risk of developing blood cancers,
22 such as lymphoma and/or leukemia.

23
24 2.1. Defendant FLYBOYS, LLC., is a Washington limited liability company, with a principal
25 office address of 4324 336TH PL SE, FALL CITY, WA, 98024, UNITED STATES, and a
26 registered agent and governor listed as Drew Konzelman.

1 III. JURISDICTION AND VENUE

2 3.1. This action is brought by Plaintiff pursuant to the common law tort of public nuisance,
3 and the common law tort of nuisance.
4

5 3.2. All acts and omissions giving rise to this matter, to the best of Plaintiff's belief and
6 knowledge, occurred within Snohomish County.

7 3.3. Plaintiff is entitled to declaratory relief pursuant to RCW 7.24
8

9 3.4. Venue is proper in Snohomish County Superior Court pursuant to RCW 4.12.020 and
10 RCW 4.12.025

11 3.5. Defendant's principal address location is within Snohomish County with a principal
12 office address of 4324 336TH PL SE, FALL CITY, WA, 98024, UNITED STATES, and a
13 registered agent and governor listed as Drew Konzelman.
14

15 IV. RELEVANT ALLEGATIONS

16 4.1 Defendant owns and operates a single engine Cessna Skyhawk, with a tail number
17 N539MT.
18

19 4.2 Defendant chooses to fuel the Cessna Skyhawk it owns and operates with leaded
20 aviation fuel, even though unleaded aviation fuel is widely available.

21 4.2 Defendant flies thousands of miles per year, spewing lead everywhere it flies, including
22 directly over, and in the near vicinity, of Plaintiff's residence.
23

24 4.3 Defendant flies the aircraft it owns and operates primarily for pleasure.

25 4.4. Defendant simply does not care about the harm Defendant causes the millions of people
26 Defendant spews lead upon flying around in little airplanes for fun.

1 4.5 On December 17, 2024, Defendant flew the Cessna Skyhawk it owns and operates over
2 Plaintiff's apartment at an altitude of 600 feet repeatedly. Defendant then proceeded to fly in
3 circles directly over, or in the near vicinity, or Plaintiff's apartment. See attached EXHIBIT A

4
5 4.6 The minimum altitude Defendant may fly over Plaintiff's apartment, per federal
6 regulations, is 1000 feet.

7 4.7 Defendant often makes it a point to fly directly over Plaintiff's apartment, even though
8 Defendant could choose virtually any other flight path.

9
10 4.8 Defendant has flown directly over Plaintiff's apartment, or within the near vicinity,
11 thousands of times over the past year, each time creating an extreme amount of noise and
12 vibration, and depositing lead on and in Plaintiff's residence.

13 4.9 There is no legitimate reason for Defendant to fly over Plaintiff's apartment at all. It is
14 easily avoidable for any aircraft landing, or taking off, to completely avoid Plaintiff's
15 apartment.

16
17 4.10 There is no reasonable excuse for Defendant to continue to use leaded aviation fuel
18 when unleaded aviation fuel is widely available. Defendant simply does not care. Defendant is
19 content poisoning millions of people needlessly with lead in order to fly around in a little
20 airplane for fun.

21 4.11 In addition to creating an extreme amount of noise and vibration which interferes with
22 Plaintiff's quiet use and enjoyment of his apartment, as well as severely aggravating Plaintiff's
23 disability by causing him to experience repeated and severe panic attacks, Defendant is
24 unnecessarily spreading lead onto Plaintiff's leased property, and into Plaintiff's leased
25 apartment.

1 4.12 Plaintiff brings this suit to protect a public right—air and soil free from lead
2 contaminants and the quiet enjoyment of his leased residential property—to prevent future
3 injury to its residents and the public at large.

4 4.13 Most types of aircraft use fuel that does not contain lead. All jets and turboprops use
5 fuel that does not contain lead.
6

7 4.14 Fixed-wing aircraft with one or more piston engines, however, almost exclusively use
8 “avgas” which contains lead (“piston-engine aircraft”). See Federal Aviation Administration,
9 Aviation Gasoline (available at <https://www.faa.gov/about/initiatives/avgas>).

10 4.15 As the FAA acknowledges, “avgas remains the only transportation fuel in the United
11 States to contain lead.”

12 4.16. All piston-engine aircraft are permitted to use unleaded aviation fuel instead
13 of leaded aviation fuel, but on information and belief, Defendant deliberately uses leaded
14 aviation fuel because Defendant really likes lead.
15

16 4.17 The FAA recognizes the need to “eliminate lead and its potential harmful effects from
17 fuel for piston-engine aircraft.

18 4.18 The Centers for Disease Control and Prevention has concluded that there is no known
19 safe level of lead exposure.
20

21 4.19 Because of Plaintiff’s disability, in being substantially limited with regard to immune
22 function, as well as medications Plaintiff must take to manage his disability, Plaintiff is at a
23 greater risk of adverse health outcomes due to the unreasonable exposure to lead-based
24 particulates.
25
26

1 4.20 In 2021, the National Academies issued their report. (National Academies of Sciences,
2 Engineering, and Medicine. 2021. Options for Reducing Lead Emissions from Piston- Engine
3 Aircraft. Washington, DC: The National Academies Press. available at
4 <https://doi.org/10.17226/26050>.)

5
6 4.21. In the report, the National Academies stated that “ample evidence and knowledge exist
7 about the harm caused by lead pollution to highlight the need to initiate a comprehensive set of
8 aviation lead mitigations now.

9 4.22 The National Academies noted that avgas has been “the country’s primary source of
10 lead emissions” since 1996, when lead additives in automotive gasoline were banned.

11 4.23 The National Academies stated that “because lead does not appear to exhibit a
12 minimum concentration in blood below which there are no health effects”—meaning that any
13 level of exposure is detrimental to one’s health—“there is a compelling reason to reduce or
14 eliminate aviation lead emissions and sources of exposure.”

15
16 4.24 The National Academies continues: “Airborne lead, which is usually in the form of
17 particulate matter, can be inhaled by people in communities surrounding airports. In addition,
18 particles containing lead can deposit onto soil and other surfaces and be ingested through
19 activities, such as hand-to-mouth contact with surfaces where the particles have deposited.
20 Deposited lead can also be resuspended into the air as dust and inhaled. Therefore, past
21 emissions from piston-engine aircraft that deposited into soil and other surfaces can contribute
22 to present-day lead exposures within and near airports.”

23
24 4.25 The U.S. Environmental Protection Agency (“EPA”) announced a final determination on
25 October 18, 2023, that “emissions of lead from aircraft that operate on leaded fuel cause or
26 contribute to air pollution which may reasonably be anticipated to endanger public health and
welfare.

1 4.26 The EPA stated that “[a]ircraft that use leaded fuel are the dominant source of lead
2 emissions in our air” and “[t]he science is clear: exposure to lead can cause irreversible and
3 life long health effects in children.”

4 4.27 The EPA also stated that “[l]ead emissions from aircraft are an important and urgent
5 public health issue. Protecting children’s health and reducing lead exposure are two of EPA’s top
6 priorities. Lead exposure can have harmful effects on cognitive function, including reduced IQ,
7 decreased academic performance, as well as increased risk for additional health concerns.
8 There is no evidence of a threshold below which there are no harmful effects on cognition from
9 lead exposure .”
10

11 4.28 Plaintiff is put at unnecessary and unreasonable risk by the deposit of lead particulates
12 from piston-engine aircraft overflights. This risk is greater than that the general public in
13 Arlington may experience, due to the substantial limitations imposed on Plaintiff due solely to
14 disability, namely Plaintiff’s status as immune compromised, and at a greater risk of developing
15 cancers such as lymphoma and/or leukemia.

16 4.29 It is well-established that aircraft noise has serious impacts on human health.
17

18 4.30 When piston-engine aircraft fly low, directly above Plaintiff’s apartment this often
19 causes Plaintiff to experience aggravation of his disability in the form of experiencing a severe
20 panic attack

21 4.31 Several studies demonstrate a higher prevalence of cardiovascular disease and
22 medication intake in persons exposed to serial aircraft noise.
23

24 4.32 Other studies uncovered an increased risk of stroke and coronary heart disease among
25 those exposed to more aircraft noise than others.
26

1 4.33 No federal law or regulation prevents Defendant from utilizing unleaded aviation fuel
2 in place of leaded aviation fuel.

3 4.34 No state law or regulation prevents Defendant from utilizing unleaded aviation fuel in
4 place of leaded aviation fuel.

5
6 4.35 No federal law or regulation prevents Defendant from ceasing to fly directly over
7 Plaintiff's apartment complex.

8 4.36 No state law or regulation prevents Defendants from ceasing to fly directly over
9 Plaintiff's apartment complex.

10
11 4.37 Defendant has an obligation not to put the community at risk of harm through the
12 operation of Defendant's business.

13 4.38 The lead particulate deposits from piston-engine aircraft owned and operated by
14 Defendant creates an unreasonable health and safety hazard for Plaintiff, residents of the
15 Outpost, and residents of Arlington, Washington.

16
17 4.39 As recognized by the FAA, EPA, and CDC, mitigating exposure to lead particulates is
18 necessary to protect human health, especially children, and the disabled.

19 4.40 Defendants refuse to mitigate or eliminate the harm and nuisance they are causing,
20 even though they know or have reason to know of the unreasonable negative impacts that the
21 piston engine aircraft operations have on Plaintiff, the Outpost Apartment's residents,
22 Arlington's residents.

23
24 4.41 Defendants know, or should know, the negative impacts of lead particulates in piston
25 engine aircraft emission
26

1 4.42 Defendants know, or should know, the negative impacts of the piston-engine aircraft
2 operations because the FAA and the National Academies have made it clear that “[t]here are no
3 known safe lead exposures . . . [and] the general aviation, or pleasure flight, sector continues to
4 be a major source of lead emissions.”

5
6 4.43 Defendants know, or should know, the negative effects of aviation noise on human
7 health and welfare given myriad warnings raised by health researchers and national publications.

8 V. FIRST CAUSE OF ACTION - PUBLIC NUISANCE

9
10 5.1 Plaintiff incorporates all prior and other allegations of this Complaint as if fully set forth
11 herein.

12 5.2 Plaintiff brings this suit to protect a public right and to prevent future imminent injury to
13 himself, the residents of the Outpost apartments, residents of Arlington, and the public at large.

14 5.3 Plaintiff brings this suit to protect a public good, namely, safe and non-hazardous air
15 and soil within his jurisdiction.

16
17 5.4 Plaintiff brings this suit to protect a public good, namely, Plaintiff’s ability, and other
18 non-disabled residents of the Outpost Apartments to enjoy the quiet use of their homes and
19 avoid negative health impacts caused by unreasonable exposure to aircraft noise.

20 5.5 Defendants are causing a continuing public nuisance by utilizing leaded aviation fuel
21 rather than aviation fuel which does not contain lead.

22
23 5.6 The deposit of hazardous lead particulates over Plaintiff’s apartment complex by
24 Defendant is causing or unnecessarily exposing Plaintiff and other residents of the Outpost
25 apartments to unreasonable health and safety risks, especially for the children who reside at the
26 Outpost apartments.

1 5.7 In the absence of Defendant choosing to utilize aviation fuel which does not contain lead,
2 Defendants are directly causing and contributing to an unreasonable injury to residents of the
3 Outpost, including Plaintiff, caused by lead pollution that unreasonably harms Plaintiff and said
4 residents.

5 5.8 Defendants have the lawful authority to abate this nuisance.

6 5.9 Defendant's decision to overfly the Outpost apartments up to one hundred times per day
7 constitutes a continuing public nuisance because such operations unreasonably damage the safety,
8 health, and welfare of the Outpost apartments.
9

10 5.10 Defendant's decision to operate piston-engine aircraft that overfly the Outpost
11 apartments constitutes a continuing public nuisance because such operations are a substantial and
12 unreasonable annoyance, inconvenience, interference, or injury to Plaintiff, and the residents of
13 the Outpost.

14 5.11 Defendant's decision to utilize leaded aviation fuel constitutes a continuing public
15 nuisance because such use of leaded aviation fuel—which is an unlawful and unreasonable
16 invasion of Plaintiff's, and other residents of the Outpost interest in the use and enjoyment of
17 the the Outpost, as well as the use and enjoyment of Plaintiff's own leased property.
18

19 5.12 Defendant's decision to utilize leaded aviation fuel constitutes a continuing public
20 nuisance because the use of leaded aviation fuel at the airport by Defendant unlawfully and
21 unreasonably contaminates the surface, soil, and air and threatens the health, safety, and welfare
22 of Plaintiff, and other residents of the Outpost apartments.
23

24 5.13 Defendant's decision to not prohibit flights directly over Plaintiff's apartment complex
25 unlawfully and unreasonably exposes Plaintiff, and other residents of the Outpost, to
26 unreasonable noise pollution and threatens the health, safety, and welfare of Plaintiff, and said
residents.

1 5.14 All of the above actions constitute an intentional, knowing, and substantial invasion of
2 Plaintiff's and other residents of Arlington interest in the use and enjoyment of their property.
3

4 VI. SECOND CAUSE OF ACTION - NUISANCE

5 6.1 Plaintiff incorporates all prior and other allegations of this Complaint as if fully set forth
6 herein.
7

8 VII. RELIEF REQUESTED

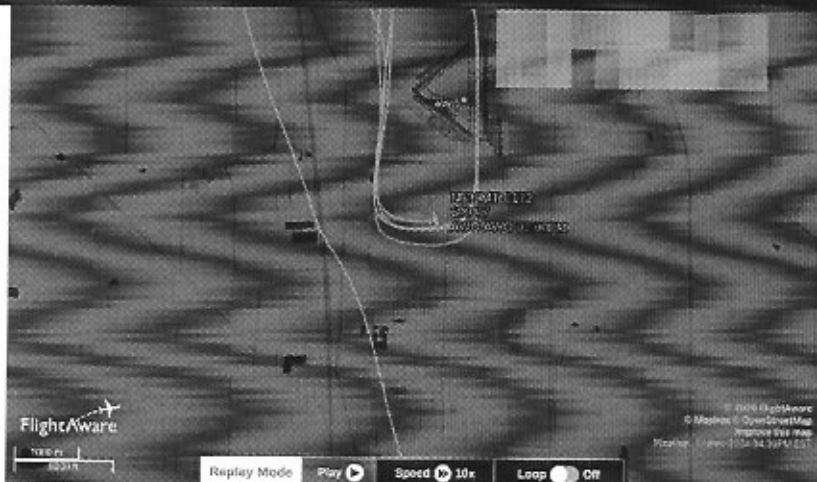
9 WHEREFORE, having set forth his claims for relief, Plaintiff respectfully requests that
10 this Court:

- 11 a). Issue an ORDER declaring Defendant's acts and omissions as alleged herein constitute
12 a nuisance and public nuisance;
13
14 b). A monetary judgment against Defendant, and in favor of Plaintiff, in an amount to be
15 determined at trial;
16
17 c). Costs and reasonable attorney fees, and,
18
19 d). Any such further relief as this Court may deem appropriate.

20 DATED this 1st day of January, 2025, at Arlington, Washington

21
22 
23 _____
24 SCOTT ICEBERG
25 PLAINTIFF
26 4820 Longhouse Trail Ln NE Apt 406
Arlington, WA 98223
425-480-9103
scotticeberg@yahoo.com

EXHIBIT A



Point Roberts Marina

Point Roberts Marina

Get Alerts

Flight Times

Takeoff

01:09PM PST

Scheduled 01:00PM PST

Landing

02:00PM PST

Scheduled 01:52PM PST

Aircraft Details

updated 39 seconds ago

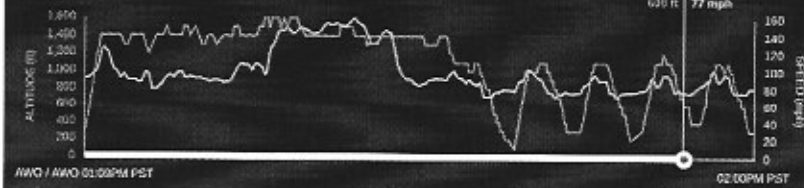
Aircraft Information

Tail Number N539MT · Registration

Owner FLYBOYS LLC

Aircraft Type Cessna Skyhawk (piston-singl) (C172) [Photos](#)

Flight Data [⚙️](#)



1 2. "Any" means one or more.

2
3 3. "Communication" means any disclosure, transfer, exchange of information or opinion,
4 however made.

5
6 4. "Document" means any written, recorded, or graphic material of any kind, whether
7 prepared by you or by any other person, that is in your possession, custody, or control. The
8 term includes agreements; contracts; letters; telegrams; inter-office communications;
9 memoranda; reports; records; instructions; specifications; notes; notebooks; scrapbooks;
10 diaries; plans; drawings; sketches; blueprints; diagrams; photographs; photocopies; charts;
11 graphs; descriptions; drafts, whether or not they resulted in a final document; minutes of
12 meetings, conferences, and telephone or other conversations or communications; invoices;
13 purchase orders; bills of lading; recordings; published or unpublished speeches or articles;
14 publications; transcripts of telephone conversations; phone mail; electronic-mail; ledgers;
15 financial statements; microfilm; microfiche; tape or disc recordings; and computer print-outs.
16 The term "document" also includes electronically stored data from which information can be
17 obtained either directly or by translation through detection devices or readers; any such
18 document is to be produced in a reasonably legible and usable form. The term "document"
19 includes all drafts of a document and all copies that differ in any respect from the original,
20 including any notation, underlining, marking, or information not on the original. The term
21 also includes information stored in, or accessible through, computer or other information
22 retrieval systems (including any computer archives or back-up systems), together with
23 instructions and all other materials necessary to use or interpret such data compilations.

24 Without limitation on the term "control" as used in the preceding paragraph, a document is
deemed to be in your control if you have the right to secure the document or a copy thereof
from another person.

1 5. "Identify" or "identity" means to state or a statement of:

2
3 a. in the case of a person other than a natural person, its name, the address of its principal
4 place of business (including zipcode), its telephone number, and the name of its owner, as
5 well as, if it has a person other than a natural person that ultimately controls it, that other
6 person's name, the address of that person's principal place of business (including zipcode),
7 that other person's telephone number, and the name of that other person's chief executive
8 officer;

9 b. in the case of a natural person, his or her name, business address and telephone number,
10 employer, and title or position;

11 c. in the case of a communication, its date, type (e.g., telephone conversation or discussion),
12 the place where it occurred, the identity of the person who made the communication, the
13 identity of the person who received the communication, the identity of each other person
14 when it was made, and the subject matter discussed;

15
16 d. in the case of a document, the title of the document, the author, the title or position of the
17 author, the addressee, each recipient, the type of document, the subject matter, the date of
18 preparation, and its number of pages; and

19 e. in the case of an agreement, its date, the place where it occurred, the identity of all persons
20 who were parties to the agreement, the identity of each person who has knowledge of the
21 agreement and all other persons present when it was made, and the subject matter of the
22 agreement.

23
24 6. "Including" means including, but not limited to.

1 7. "Person" means any natural person, corporation, company, partnership, joint venture, firm,
2 association, proprietorship, agency, board, authority, commission, office or other business or
3 legal entity, whether private or governmental.

4
5 8 "You," "your" or "your company" means FLYBOYS, LLC.

6 9. The singular form of a noun or pronoun shall be considered to include within its meaning
7 the plural form of the noun or pronoun, and vice versa; and the past tense shall include the
8 present tense where the clear meaning is not distorted. The term "or" shall mean "and" and
9 vice-versa, as necessary to bring within the scope of the following document requests all
10 information or documents that would be excluded absent this definition.

11 II. INSTRUCTIONS

12
13 10. Unless otherwise specified, the documents called for by these document requests are
14 documents in your possession, custody or control that were applicable, effective, prepared,
15 written, generated, sent, dated, or received at any time since January 1st, 2021.

16
17 11. Pursuant to Wash. CR 34, you are under a duty seasonably to supplement any response to
18 this request for production for which you learn that the response is in some material respect
19 incomplete or incorrect and if the additional or corrective information has not otherwise been
20 made known to us during the discovery process or in writing.

21 12. All documents that respond, in whole or in part, to any part or clause of any paragraph of
22 these document requests shall be produced in their entirety, including all attachments and
23 enclosures. Only one copy need be produced of documents that are responsive to more than
24 one paragraph or are identical except for the person to whom it is addressed if you indicate the
persons or group of persons to whom such documents were distributed. Documents that in
their original condition were stapled, clipped, or otherwise fastened together shall be produced
in such form.

1 13. In producing documents consisting of electronically stored data in machine-readable form
2 in response to any document request, provide such data in a form that does not require
3 specialized or proprietary hardware or software. Data files should be in sequential format, also
4 known as ASCII files or flat files, with the data fields in fixed-column positions. For each data
5 file provided, the following information should be included: a record layout, a short narrative
6 description of the contents of the file, translation of any coded fields, the number of records in
7 the file, and a printout of the first 100 records in report format. A record layout must contain
8 the following pieces of information: name of the field, starting and ending position in the
9 record, length of the field, and characteristics of the field (e.g., packed decimal, zoned
10 decimal, alphanumeric).

11 14. For any document withheld under a claim of privilege, submit a sworn or certified
12 statement from your counsel or one of your employees in which you identify the document by
13 author, addressee, date, number of pages, and subject matter; specify the nature and basis of
14 the claimed privilege and the paragraph of this demand for documents to which the document
15 is responsive; and identify each person to whom the document or its contents, or any part
16 thereof, has been disclosed.

17 15. For any document responsive to these document requests which is known to have been
18 destroyed or lost, or is otherwise unavailable, identify each such document by author,
19 addressee, date, number of pages, and subject matter; and explain in detail the events leading
20 to the destruction or loss, or the reason for the unavailability of such document, including the
21 location of such document when last in your possession, custody, or control, and the date and
22 manner of its disposition.

23 16. Each document that is written in whole or in part in any language other than English or
24 that contains any marginal notations in such a language must be accompanied by a certified
verbatim English language translation, and all existing English language versions, of all such
writings and notations.

III. DOCUMENTS DEMANDED

1
2 17. For FLYBOYS, LLC., produce all documents and communications related to the
3 purchase of leaded aviation fuel.

4
5 18. For FLYBOYS, LLC., produce all documents and communications related to
6 the actual owners of FLYBOYS, LLC.,

7 19. For FLYBOYS, LLC., produce all documents and communications related to any
8 criminal history, including criminal charges, complaints, or convictions, the owner(s) may
9 have been the subject of.

10 20. For FLYBOYS, LLC., produce all documents and communications related to any
11 insurance policy which may be utilized to satisfy, in whole or in part, any judgment against
12 Defendant as it relates to the subject matter of Plaintiff's complaint.

13 21. For FLYBOYS, LLC., produce all documents and communications related to any
14 lawsuits which have been filed against you, or you have filed against anyone, or any business.
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1 DATED this 1st day of January, 2025, at Arlington, Washington.

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4 SCOTT ICEBERG
5 PLAINTIFF IN PRO PER
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