

United States Environmental Protection Agency Region III

Robert Lauter DBA Prime Cut paint V U.S EPA Docket Number 2023-0034

Response to Administrative Complaint

Now comes Robert Lauter pro se and moves that the deceptively worded, sprawling and inaccurate complaint filed on **12-7-22** be dismissed based on the following bill of particulars not represented in either the complaint itself, or the report filed by the so-called investigator on **11-16-2019**.

- 1.) On **July 20th 2019** I Robert Lauter entered a covenant with one Daniel Gillis residing at 114 South Broad Street Suffolk Va. 23434. Though the scope of work did include **"pressure wash"** and **"scrape loose coatings"** the agreement is worded as **"the work detail agreement in conjunction with the attached terms and conditions shall constitute the covenant"**, In these terms is a disclaimer which stated **"The proposal was estimated and priced upon visual sight examination from the ground level using ordinary means"** furthermore **"Prime Cut Paint can not me held accountable for any hidden defects"** and also **"Abatement is not a function of prime cut paint."** Clause 11 of the terms also states that if a delay takes place as a result of another trade being called in, presumably in this case, **abatement of excessive loose paint**, my contract allows me to bill for my time. Mr. Gillis was offered a copy of the prescribed pamphlet **"Protect Your Family from Lead In Your Home"** He demurred and claimed he used to be a drywall contractor and **"knew all about it"** I still insisted he signed off on it and he did. He signed the contract and the terms and paid me **1,837.50** in cash as the deposit on a **6,125.00** proposed work agreement for labor. Though I do accept cash as a deposit, not beyond that, I was suspicious so immediately deposited into my sun trust business bank account. The invoices for the paint alone came to **1,534.09** Plus an additional **18.55** , **27.96**, and **7.52**. These were charged to my commercial accounts with two of my venders..

2.) Shortly after beginning work I began to notice areas of the house, particularly in high up portions in excess of **25 feet** from the ground that would bring me into conflict with the RRP rule. And refused to proceed. Mr. Gillis intimated that if I would allow him to use the ladder, he would **"take care of it"**. Since **he had already secured a work permit from the city** I agreed to those terms. However, it soon became obvious Mr. Gillis was unable to get it done quickly enough. My paint bills came due so I demanded payment on **August 16th** in an email at which time they became indignant. Accused me of **"bouncing around"** and **"not scraping"** I directed them to the disclaimer at this time which clearly states **"that abatement is not a function of prime cut paint"**. This banter went back and forth until on **August 20th** Mr. Gillis called and left a message intimating he wanted to terminate the contract which I immediately registered to his wife's email account. She responded by asking me for a lead license she knew I already didn't have. I once again confirmed that I had gone over this with her husband and to review the contract. She told me to pick my equipment up tomorrow at **8:30 AM**. I arrived at the house **August 21st** and began to load my equipment. As I was doing so a police car arrived and informed me that Gillis had called in a complaint accusing me of **"threatening"** them. I showed the officer my contractor's license and also the contract. They gave me their card which I passed on to the so-called EPA investigator. I immediately drove **to Suffolk Circuit Court** and filed a claim for injunctive relief which is a term in my agreement and set a date for hearing. On **August 26h** I received communications from both The **IRS** and the contractor for the **EPA**. They scheduled appointments. Once I showed the **IRS** investigator on **September 3rd** that I in fact had deposited the cash, they left me alone. Mr. Ruge however showed up on **September 5th**, and despite being given **27 different pieces of documentation regarding the incident, an affidavit affirmed under penalty of perjury as to what happened as well as a diagram of the abatable portions of the house that I did not touch**. Withheld his report until the very day, **November 15**, that Gillis settled with me out of court after a Circuit Court Judge signaled he would freeze the title otherwise. He relies on photographs, one in which a condom wrapper, a Marlboro Box and a 7-11 coffee cup, have been neatly organized into the shot with paint chips. It can be confirmed I am a **practicing catholic**, it can be confirmed, **I have asthma**, please reference **Lauter V. Glaxosmithkline**

U.S District and 4th Circuit court of Appeals 2016, 2017 and I will affirm under penalty of perjury I do not waste money on overpriced 7-11 coffee. Most importantly, there is no legal foundation to the pictures as they were taken after I was ejected from the job and Mr. Gillis admitted in Emails that he was scraping and trying to pressure me into doing what they only became concerned about, once they realized they were not going to be able to swindle me out of the money they owed.

3.) I neither need, nor want to involve myself in abatement. I am a painter, I paint. If I come to a hidden area that puts me into conflict with RRP my contract is structured so that the client is responsible for it. This is done for my safety and for theirs. These allegations are fiction, they have no basis in fact and are done out of spite. The EPA contractor was given case details on the Gillis's resulting in judgments and out of court settlements, which speak for themselves. None of the other addresses mentioned in the complaint were abated either. If the EPA wants to require a lead license to merely paint houses built before 1978, I simply will stop painting them. But that is not what the rule says and it is almost impossible to enforce as long as homeowners and tenants can do whatever they want while contractors and landlords take all the heat. I will not be bullied or intimidated into accepting responsibility for something I did not do and am fully aware of my rights to press this matter in Federal Court if there is any more action or harassment regarding the above styled matter.

I hereby affirm under penalty of perjury that the testimonial aspects of the above styled are true and correct and here with certify that real and true copies of the above styled were sent via first class mail to U.S.EPA Region III Arch Street Philadelphia Pennsylvania 1903-209 and to Patrick Foley assistant regional counsel at Patrick. J@EPA. Gov

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12-9-22