

United States Environmental Protection Agency Region III

Robert Lauter DBA Prime Cut Paint

U.S EPA Docket

TSC-03-2023

Answer

Now comes Robert Lauter Pro Se in Compliance with the last order and offers the revised answer. The numbers indicate the paragraphs in the complaint


1. Contested. the proper court of Jurisdiction for the alleged code violations is U.S District Court for the 4<sup>th</sup> Circuit, eastern district of Virginia.
2. Contested The Burden of proof lies with the EPA to prove to the preponderance of the evidence to a Jury of my peers that I disrupted 20 square feet of surface area in order to violate RRP.
3. Contested: the burden of proof lies with the EPA that I "failed or refused" to obey RRP
4. Contested: The burden of proof lies with the EPA that I am "liable for a civil penalty"
5. Contested The proper court of Jurisdiction pursuant to U.S.C is U.S District Court not the EPA
6. Contested : This analysis of congress's intent is conclusory and abbreviated
7. Affirmed
8. Contested: The RRP rule applies to all property built before 1978 not portions of homes renovated after 1978 as was the case at 114 Broad Street
9. Affirmed
10. Affirmed
11. Contested : recoating surfaces does not qualify as renovation under the RRP and in any event the burden lies with the EPA that I disrupted more than 20 square feet
12. Affirmed
13. Affirmed however it is not a requirement to be a EPA certified renovator just because the property was built before 1978
14. Contested the definition proffered is conclusory and immaterial to the factual allegations
15. Contested Nowhere in my terms of service is "paint removal" offered the disclaimer proves this
16. Affirmed
17. Contested My business is zoned separately from my place of residence
18. Contested At no time did I preform "renovations" And received no "compensation" until I pressed the matter in court. The deposit money tendered was used for materials they maintained possession of.
19. Affirmed
20. Contested Sole proprietors by definition are not firms
21. Contested the contracts entered into were not "Renovation properties" they were painted
22. Affirmed 1 day after Gillis attempted unsuccessfully to have me arrested for picking up my equipment and I initiated proceedings in Circuit Court he evidently called both you and the IRS

23. Contested The scope of work agreed to is contingent upon the terms of service which states I stop work if any "hidden defects" arise such as loose paint in excess of the allowable amount
24. Contested I have no personal knowledge of any child, some teenager and his girlfriend
25. Contested " Portions of the property mention were renovated as late as 2003 including a new roof for the porch that the owner foolishly painted with interior paint
26. Contested the Gillis's were referred to the terms of service regarding abatement and debris removal in the disclaimer
27. Contested : The "EPA Inspector" is a sub- contractor not employed by this administration
28. Contested" For reason stated above
29. Contested For reason stated above and I had quit the property weeks before he arrived
30. Contested for reason stated above and there is no foundation that the photos are the result of my activities
31. Contested: For reason stated above and any signs posted would have been taken long before his arrival
32. Contested: For reason stated above and any plastic would have been taken long before his arrival
33. Contested: For reason stated above and my activities at said address were brief, not a renovation and certainly not a repair
34. Contested" I voluntarily submitted to the sub-contractor after he could not produce any official credentials tying him to the administration, 27 individual exhibits, including a log and copies of my contracts for all pre-1978 houses, including the Gillis contract and the Xerox Copy of the EPA lead pamphlet he was linked when I performed my initial estimate, my current legal action against Gillis, court records of previous actions against Gillis, emails, a diagram of the areas, as well as a copy of the policeman's card, business bank statement, notice from the IRS and an affidavit self- affirmed under penalty of perjury. He did no investigation whatsoever and complained about having to scan all the paperwork I gave him
35. Contested He did not identify anything, I had everything prepared for him.
36. Contested" For above stated reason
37. Contested The scope of work agreements are immaterial, it is the attached terms of service that matter, nowhere in the terms do any of the scope of work agreements indicate "renovation"
38. Contested I intimated to the contractor all correspondences should be in writing
39. Contested The property was not renovated, it was re-painted as the scope of work agreement and terms of service indicate
40. Contested for above stated reason
41. Contested for above stated reason
42. Contested for above stated reason
43. Contested for above stated reason
44. Contested for above stated reason
45. Contested the legal analysis is conclusory and immaterial to the facts
46. Contested the statement is conclusory
47. Contested for the above stated reason and nowhere in my contract do I offer renovations
48. Contested I was not certified because I do not offer or perform renovations
49. Contested It is not failure to be certified, I choose not to be and am not required to be under federal or state law.

50. Contested the statement is conclusory
51. Contested I do not have to employ or become a renovator because I am not a renovator
52. Contested this is hearsay by counsel
53. Contested the legal analysis regard the unfounded allegations is conclusory and immaterial
54. Contested the statement is conclusory
55. Contested the rule does not require a painter to purchase the EPA's Pamphlet, it requires that the information be given to the client, there is nothing in the law that stipulates we must purchase the EPA's literature, I use Xerox copies downloaded online
56. Contested "the pamphlet " is not the point. The information the pamphlet contains is. Gillis Acknowledged he was given the online version in the initial estimate and shown a xeroxed copy which was attached to the contract he signed
57. Contested no renovations were performed at the Gillis Home, furthermore counsel's "belief" as to what did or did not occur is immaterial and inappropriate
58. Contested they were linked the online pamphlet with the estimate and once again offered a xerox copy at the signing which they refused and was stapled to their contract.
59. Contested the statement is conclusory
60. Contested I provided all records requested and keep meticulous records
61. Contested I did not fail to provide any of the required records
62. Contested I still have the exhibit index from Circuit Court that catalogues all the paper work I provided the contractor inappropriately referred to as "inspector"
63. Contested the statement is conclusory
64. Contested the code applies to renovators
65. Contested the code applies to renovators
66. Contested the contractor would have no way of knowing what signs were or weren't used as respondent had quit the premises weeks in advance
67. Contested for reason stated above
68. Contested the statement is conclusory
69. Contested counsel's legal analysis is conclusory and immaterial
70. Contested this statute applies to renovators
71. Contested , more hearsay testimony by counsel, I was not conducting any renovations on the property on September 5<sup>th</sup>, I had already initiated court actions against the property owner on August 21<sup>st</sup>
72. Contested counsel's legal analysis is conclusory and immaterial
73. Contested The EPA offered to settle with me for [REDACTED] what a joke
74. Contested counsel's legal analysis is conclusory and immaterial
75. Contested 117,250.00 for writing this nonsense? What a bigger joke
76. Contested the analysis is conclusory and immaterial
77. Contested If the EPA wants a dime from me they will have to sue me in U.S District Court in front of a Jury
78. Contested the Analysis is conclusory and immaterial
79. Contested. The proper venue for a legal proceeding is a court of law not some administrative court
80. Affirm This answer conforms with the rules

**Certificate**

I Robert Lauter do hereby certify that real and true copies of the above styled were mailed to Mary Angeles Headquarters Hearing Clerk U.S Environmental Protection Agency Office of Administrative Law Judges 1200 Pennsylvania Ave. NW Mail Code 1900R Washington DC 20420 and Patrick Foley assistant Regional Counsel at Patrick.J@EPA.Gov

  
ROB LAUTER  
1-30-23