

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SAN FRANCISCO BAY REGION

IN THE MATTER OF:

SAMIRA AND SAEED AMIDHOZOUR)	SETTLEMENT AGREEMENT AND
SAN MATEO COUNTY)	STIPULATION FOR ENTRY OF
)	ADMINISTRATIVE CIVIL LIABILITY
)	ORDER
)	
Failure to obtain Permit Coverage)	PROPOSED ORDER
)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), the members of the Prosecution Team (Prosecution Team [Enforcement Staff Members]) and Samira and Saeed Amidhozour (Respondents) (collectively, Parties), and is presented to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60. This Stipulated Order resolves the violation alleged herein by the imposition of administrative civil liability against Respondents in the amount of **\$167,200**.

Section II: Recitals

1. Respondents own the real property located at 150 Wildwood Way in Woodside, San Mateo County, California (Property), which is also identified by Assessor's Parcel Number (APN) 069-032-340. The Property is a 2.89-acre parcel zoned for single-family residential use.
2. During part of the construction work at the Property, Respondents failed to obtain coverage for construction activities at the Property as required by the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities*, Order 2022-0057-DWQ, NPDES Permit CAS000002 (Permit), as required by the Clean Water Act. The alleged days of violation are from May 13, 2024 to September 25, 2024.
3. To resolve the alleged violation in Section II, paragraph 2, by consent and without further administrative proceedings, the Parties agree to the imposition of an administrative civil liability penalty of **\$167,200** against Respondents. The Prosecution Team calculated the proposed liability using Steps 1 through 10 of the

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State Water Resources Control Board's (State Water Board's) *Water Quality Enforcement Policy* (Enforcement Policy) as shown in Attachment A, which is incorporated herein by reference.

4. The Parties engaged in settlement negotiations and agreed to settle this matter without administrative proceedings or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.
5. The Prosecution Team contends the resolution of the alleged violation is fair and reasonable and fulfills its enforcement objectives; that no further action is warranted concerning the violation, except as provided in this Stipulated Order; and that this Stipulated Order is in the public's best interest.

Section III: Stipulations

The Parties incorporate the foregoing Recitals and stipulate the following:

1. **Administrative Civil Liability:** Respondents hereby agree to the imposition of an administrative civil liability penalty amount of **\$167,200** to resolve the alleged violation set forth in Section II.

As set forth in Water Code section 13323(d), payment shall be made within 30 days following adoption of this Order by the Regional Water Board or its delegate. Respondents shall reference the Order number (located on Page One) on payment check(s), which shall be made payable to the "State Water Pollution Cleanup and Abatement Account" and mailed to the following address:

State Water Resources Control Board Accounting Department
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888

Regional Water Board management may determine whether it is reasonable and appropriate to allow Respondents to pay the total civil liability penalty amount according to an agreed-upon payment schedule. If such an agreement is made between the parties, it shall be construed as a separate agreement and not a provision of this Order.

Respondents shall email a copies of payment check(s) to Attorney Asa Standfeldt at the State Water Board's Office of Enforcement (Asa.Standfeldt@waterboards.ca.gov) and Brian Thompson at the Regional Water Board (Brian.Thompson@waterboards.ca.gov).

2. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to

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persons or property resulting from negligent or intentional acts or omissions by Respondents or their directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by Respondents or their directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

3. **Compliance with Applicable Laws:** Respondents understand that payment of the administrative civil liability penalty in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject them to further enforcement, including additional administrative civil liability.
4. **Party Contacts for Communications related to this Stipulated Order:**

For the Regional Water Board:	For the Respondents
Brian Thompson San Francisco Bay Regional Water Quality Control Board 1515 Clay Street, 14 th Floor Oakland, CA 94612 Brian.Thompson@waterboards.ca.gov (510) 622-2372	Samira and Saeed Amidhozour 251 Crest Road Woodside, CA 94062 samiramid@gmail.com (650) 868-1577
Counsel: Asa Standfeldt State Water Board's Office of Enforcement 801 K Street, Suite 2300 Sacramento, CA 95814 Asa.Standfeldt@waterboards.ca.gov (916) 322-5327	Counsel: Alicia Guerra Buchalter, a Professional Corporation 425 Market Street, Suite 2900 San Francisco, CA 94105 aguerra@buchalter.com (415) 227-3508

5. **Attorney Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney fees and costs incurred pursuant to this Stipulated Order.
6. **Matters Addressed by this Stipulated Order:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation contained in Section II as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability penalty as specified in Section III, paragraph 1.
7. **Public Notice:** Respondents understand this Stipulated Order must be posted on the Regional Water Board's website for a 30-day public review and comment period

prior to consideration by the Regional Water Board or its delegate. In the event significant new information is received that materially alters the propriety of the Regional Water Board or its delegate adopting this Stipulated Order, the Prosecution Team may find this Stipulated Order void and determine that it should not be presented to the Regional Water Board or its delegate. Respondents agree they may not rescind or otherwise withdraw their approval of this Stipulated Order as they are private individuals and, as such, are not subject to these public notice requirements prior to adoption of this Stipulated Order.

8. **Addressing Objections Raised During the Public Comment Period:** The Parties agree the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised and the Regional Water Board or its delegate requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust this Stipulated Order as necessary or advisable under the circumstances.
9. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
10. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
11. **If the Stipulated Order Does Not Take Effect:** If this Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge they should expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liability for the underlying alleged violation, unless the Parties agree otherwise. In the event this matter proceeds to hearing, the Parties agree that all oral and written statements and agreements made during settlement discussions will not be admissible as evidence in the hearing, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to objections related to alleged prejudice or bias of any of the Regional Water Board members or their advisors, or any other objections premised in whole or in part on their exposure to the material facts and the Parties' settlement positions as a result of their review of this Stipulated Order. This includes any allegation that such review may have led to the Regional Water Board members or their advisors forming impressions or conclusions prior to any contested evidentiary hearing on this matter. The Parties

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also agree to waive all objections based on *laches*, delay, or other equitable defenses related to the period for administrative or judicial review to the extent such period has been extended by these settlement proceedings.

12. **Waiver of Hearing:** Respondents have been informed of their rights pursuant to Water Code section 13323(b) and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waive their right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption.
13. **Waiver of Right to Petition or Appeal:** Respondents hereby waive their right to petition the State Water Board for review of the Regional Water Board's or its delegate's adoption of this Stipulated Order, and further waive their rights, if any, to appeal the same to a California Superior Court and/or any California appellate court unless the Regional Water Board decides *not* to adopt this Stipulated Order. This explicit waiver of rights includes potential future decisions by the Regional Water Board, or its delegate, directly related to this Stipulated Order, including but not limited to any time extensions.
14. **Covenant Not to Sue:** Respondents covenant not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order, except that this covenant is not intended to bar and does not limit Respondents' rights to sue over other Regional Water Board orders (e.g., permits or other orders) or limit Respondents' right to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys.
15. **No Admission of Liability / No Waiver of Defenses:** In settling this matter, Respondents do not admit to liability, admit to the truth of the findings or allegations made by the Prosecution Team, admit to any of the findings in this Stipulated Order or its attachments, or admit to any violations of the Water Code, the Clean Water Act, any Regional Water Board order, or any other federal, state or local laws or ordinances, but recognizes this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 or section 13385(e), and the Enforcement Policy. By entering into this agreement, the Settling Respondents do not waive any defenses or arguments related to any new enforcement action the Regional Water Board may bring, including any brought under its discretionary enforcement authority reserved herein.
16. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the Settling Respondents in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Settling

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Respondents of their obligation to obtain any final written approval this Stipulated Order requires.

17. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
18. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any right or obligation on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
19. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
20. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
21. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SAN FRANCISCO
BAY REGION, PROSECUTION TEAM**

ORIGINAL COPY WITH SIGNATURES AVAILABLE UPON REQUEST.

Date: _____ By: _____
Ross Steenson
Assistant Executive Officer

Approved as to form: _____ By: _____
Asa Standfeldt, Attorney
State Water Resources Control Board
Office of Enforcement

SAMIRA AND SAEED AMIDHOZOUR

Date: _____ By: _____
Samira Amidhozour, Property Owner

Approved as to form: _____ By: _____
Alicia Guerra, Shareholder
Buchalter

ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered, where applicable, each of the factors prescribed in Water Code section 13385 (e) and has applied the State Water Board's Enforcement Policy, which is incorporated by reference herein. The consideration of these factors and application of the Enforcement Policy are based on information the Prosecution Team obtained in investigating the allegation set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board or its delegate finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code §21000 *et seq.*) in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondents fail to perform any of its obligations under this Stipulated Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the Regional Water Quality Control Board, San Francisco Bay Region.

Eileen White
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Factors in Determining Administrative Civil Liability

**Samira and Saeed Amidhozour
Failure to Obtain Permit Coverage
Construction Stormwater General Permit
150 Wildwood Way, Woodside, San Mateo County**

The State Water Resources Control Board *Water Quality Enforcement Policy*¹ (Enforcement Policy) establishes a methodology for assessing administrative civil liability. Use of the methodology addresses factors required by Water Code sections 13327 and 13385, subdivision (e). Each factor in the Enforcement Policy and its corresponding category, adjustment, and amount for the alleged violation is presented below. The Enforcement Policy should be used as a companion document in conjunction with this administrative civil liability assessment since the penalty methodology and definition of terms are not replicated herein.

ALLEGED VIOLATION

Samira and Saeed Amidhozour, owners of the property located at 150 Wildwood Way, Woodside, failed to obtain permit coverage for construction activities at their property under the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities*, NPDES Permit CAS000002 (Permit),² as required by the Clean Water Act (33 United States Code [USC] section 1251 *et seq.*). In this case, the first of two contractors that performed work at the Site, namely A&MJ Construction & Real Estate Investment Inc. (A&MJ) obtained Permit coverage for the project. However, when the second contractor, ALMO Construction Inc. (ALMO) took over the project, that company failed to obtain the required Permit coverage. Thus, Permit coverage lapsed on May 13, 2024. The Regional Water Board notified the property owners verbally and in writing multiple times of the requirement to enroll under the Permit. Finally, Samira Amidhozour applied for coverage on September 25, 2024.

¹ [WATER QUALITY ENFORCEMENT POLICY](#) – The 2017 Water Quality Enforcement Policy, effective on October 5, 2017, was the applicable policy when the alleged violations occurred and provides the substantive basis for this penalty assessment. Some aspects of the current policy (effective November 7, 2024), such as clarifications and procedural changes do apply to this assessment as discussed in Appendix D of the 2024 Policy.

² Permit updates in 2022 (Order 2022-0057-DWQ) became effective on September 1, 2023. Prior to that date, Order 2009-0009-DWQ, adopted in 2009, applied. The former contractor (A&MJ Construction & Real Estate Investment Inc.) was enrolled under the 2009 Order. With the lapse of that coverage, the new Permit application was for enrollment and coverage under the 2022 Order.

Administrative Civil Liability Factors

FACTOR	ASSESSMENT	DISCUSSION
Harm or Potential for Harm	Moderate	Construction without Permit coverage harmed the Regional Water Board's ability to perform its mission to protect water quality. The Permit requires actions to be taken that include implementing best management practices, monitoring stormwater quality, and reporting results to the Regional Water Board. The failure to obtain Permit coverage affected the Regional Water Board's ability to regulate stormwater discharges, which generally warrants the assessment of a moderate level of harm.
Deviation from Requirement	Major	The essential function of the requirement to have Permit coverage was rendered ineffective based on the Discharger's failure to obtain it.
Per-Day Factor for Non-Discharge Violation	0.40	Based on the moderate potential for harm and the major deviation from requirement, a penalty factor of 0.4 is used to calculate the initial liability assessment below.

Exhibit A – Administrative Civil Liability Factors
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FACTOR	ASSESSMENT	DISCUSSION
Adjustment for Multiple Day Violation	Decrease to 38 days	The construction project did not have Permit coverage for 136 days, beginning May 13, 2024, when the Permit coverage by A&MJ Construction & Real Estate Investment Inc. lapsed, and extending until September 25, 2024, when the property owners filed a new Permit application. Regional Water Board staff used its discretion to reduce the number of days of violation for purposes of the penalty assessment from 136 to 38 days by using the Enforcement Policy's alternate approach for multiple-day violations. A multi-day adjustment is allowed in this case because the violation did not result in economic benefit on a daily basis.
Initial Liability	\$152,000	The initial liability is calculated as follows: the maximum per-day liability (\$10,000) is multiplied by the per-day factor (0.40) multiplied by the number of adjusted days of violation (38).
Culpability	1.1	The culpability factor is 1.1 because Regional Water Board staff informed the property owner's contractor (ALMO) that Permit coverage was required on multiple occasions, including during a site inspection on May 1, 2024; in emails on May 6, 21, and 28, 2024, the first of which included a Notice of Requirement; and during another site inspection on June 14, 2024. After ALMO, the onsite operator, did not obtain Permit coverage, Regional Water Board staff spoke directly with property owner Samira Amidhozour on June 19, 2024, informing Amidhozour of the requirement for Permit coverage. A Notice of Noncompliance Letter was mailed and emailed to Amidhozour and ALMO on September 11, 2024.

Exhibit A – Administrative Civil Liability Factors
Samira and Saeed Amidhozour

FACTOR	ASSESSMENT	DISCUSSION
Cleanup and Cooperation	1.0	The cleanup and cooperation factor is 1.0 (neutral) because, in the Notice of Noncompliance letter issued September 11, 2024, Regional Water Board staff informed the property owners, Samira and Saeed Amidhozour, of the ongoing violation and the need to correct the violation by September 27, 2024, and Samira Amidhozour submitted an application for new Permit coverage on September 25, 2024.
History of Violations	1.0	The history of violations factor is 1.0 (neutral) because there is no history of previously adjudicated violations.
Total Base Liability	\$167,200	Each applicable factor, relating to the Discharger's conduct, is multiplied by the base liability amount of \$152,000 to determine the total base liability: $\$152,000 \times 1.1 \times 1.0 \times 1.0 = \$167,200$
Economic Benefit	No Adjustment	Samira and Saeed Amidhozour did not realize a significant economic benefit from delaying the Permit application. Only the cost of Permit coverage was delayed. The previous Stormwater Pollution Prevention Plan only required minor adjustments. Costs avoided by the lack of best management practices and stormwater inspections between December 11, 2023, and June 26, 2024, are estimated to be \$12,900. ³
Other Factors, including Staff Costs	No Adjustment	The cost of investigation and enforcement could be added to the liability. However, in consideration of settlement, Regional Water Board staff has chosen not to include these costs.

³ Based on a quoted fee of about \$24,000 per year by the Amidhozours' stormwater management consulting company, Lea & Braze, per a telephone conversation with Jim Toby on April 9, 2025.

Exhibit A – Administrative Civil Liability Factors
Samira and Saeed Amidhozour

FACTOR	ASSESSMENT	DISCUSSION
Ability to Pay and Continue in Business	No Adjustment	Water Board staff confirmed via LightBox Vision, a property data platform, that Samira and Saeed Amidhozour own the property on which the construction site is located as well as a second residential property. Samira Amidhozour has agreed to pay the Final Proposed Liability.
Minimum Liability	\$14,190	The minimum liability is the economic benefit plus 10 percent.
Maximum Liability	\$1,360,000	Water Code section 13385(c)(1) allows up to \$10,000 for each day in which a violation occurs. The maximum liability is based upon 136 days of violation.
Final Liability	\$167,200	The final liability amount is the total base liability after adjusting for ability to pay, economic benefit, other factors, and maximum and minimum liabilities.