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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): **January 14, 2022**

**AMERICAN STATES WATER COMPANY**

**(Exact name of registrant as specified in its charter)**

<b>California</b> (State or other jurisdiction of incorporation or organization)	<b>001-14431</b> (Commission File Number)	<b>95-4676679</b> (I.R.S. Employer Identification No.)
<b>630 East Foothill Blvd.</b> (Address of Principal Executive Offices)	<b>San Dimas CA</b>	<b>91773-1212</b> (Zip Code)
<b>(909) 394-3600</b> Registrant's telephone number, including area code		

**GOLDEN STATE WATER COMPANY**

**(Exact name of registrant as specified in its charter)**

<b>California</b> (State or other jurisdiction of incorporation or organization)	<b>001-12008</b> (Commission File Number)	<b>95-1243678</b> (I.R.S. Employer Identification No.)
<b>630 East Foothill Blvd.</b> (Address of Principal Executive Offices)	<b>San Dimas CA</b>	<b>91773-1212</b> (Zip Code)
Not Applicable (Former name or former address, if changed since last report.)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)  
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)  
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))  
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
American States Water Company Common Shares	AWR	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Section 5 - Corporate Governance and Management

### Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers

Mr. Bryan K. Switzer, Vice President - Regulatory Affairs retired from Golden State Water Company (GSWC), a wholly owned subsidiary of American States Water Company (AWR), on January 14, 2022. GSWC and Mr. Switzer have entered into a retirement agreement and general release of claims. Under the retirement agreement, Mr. Switzer will remain eligible to receive his 2021 Aggregate Bonus as defined in the AWR 2021 Short-Term Incentive Program (2021 STIP), which was incorporated by reference to Exhibit 10.1 in a Form 8-K filed with the SEC on April 1, 2021. Mr. Switzer's Aggregate Bonus under the 2021 STIP for the 2021 calendar year is subject to the terms and conditions of the 2021 STIP (other than Section 10 of the 2021 STIP regarding the effect of termination of employment). Mr. Switzer's Aggregate Bonus, if any is earned, will be paid at the same time Aggregate Bonuses would normally be paid under the terms of the 2021 STIP. In consideration of GSWC's and AWR's performance under the retirement agreement, Mr. Switzer has agreed to sign a general release of claims.

GSWC and Mr. Switzer have also entered into a contract for professional services effective January 15, 2022 whereby Mr. Switzer has agreed to provide administrative support to top executives of GSWC. Mr. Switzer will be paid \$125.00 per hour, with an eight hour minimum each week until termination of this contract for work and services. In the event that GSWC terminates this contract prior to July 1, 2022, Mr. Switzer will be entitled to an additional severance payment of \$12,000. The contract shall continue in full force and binding effect until either party provides at least two weeks advance written notice to terminate the contract.

Copies of the retirement agreement and general release of claims, and contract for professional services are attached as Exhibits 10.1 and 10.2.

## Section 9 - Financial Statements and Exhibits

### Item 9.01. Financial Statements and Exhibits

The following documents are filed as Exhibits to this report:

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
Exhibit 10.1	<a href="#">Retirement Agreement and General Release of Claims between Golden State Water Company and Bryan K. Switzer effective January 14, 2022</a>
Exhibit 10.2	<a href="#">Contract for Professional Services between Golden State Water Company and Bryan K. Switzer effective January 15, 2022</a>
Exhibit 104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

January 21, 2022

**AMERICAN STATES WATER COMPANY:**

/s/ Eva G. Tang

Eva G. Tang

Senior Vice President-Finance, Chief Financial Officer, Corporate Secretary and Treasurer

January 21, 2022

**GOLDEN STATE WATER COMPANY:**

/s/ Eva G. Tang

Eva G. Tang

Senior Vice President-Finance, Chief Financial Officer and Secretary

January 8, 2022

Bryan K. Switzer

Dear Keith:

This letter (this "Agreement") confirms our agreement with regard to your retirement from your employment with Golden State Water Company (the "Company") effective January 14, 2022 (the "Retirement Date").

1. You will cease to actively participate in all benefit plans and programs of the Company and its affiliates as of the Retirement Date. Regardless of whether you enter into this Agreement, the Company agrees to pay (or has paid to you), subject to tax withholding and other authorized deductions, any accrued but unpaid salary or wages for services rendered through the Retirement Date, including accrued, but unpaid vacation time.

2. Subject to (a) your continued employment with the Company through your Retirement Date, (b) your execution of this Agreement before your Retirement Date, and (c) your execution, and non-revocation, of the general release of claims (the "Release") in the form attached hereto as Exhibit A on or within thirty (30) days after your Retirement Date, you will remain eligible to receive your Aggregate Bonus (as such term is defined in the American States Water Company 2021 Short-Term Incentive Program (the "2021 STIP")) under the 2021 STIP for the 2021 calendar year, subject to the other terms and conditions of the 2021 STIP (other than Section 10 of the 2021 STIP regarding the effect of termination of employment). Your Aggregate Bonus, if any is earned, will be paid at the same time Aggregate Bonuses would normally be paid under the terms of the 2021 STIP. Your Aggregate Bonus, if any is earned, will remain subject to American States Water Company's policy regarding the recoupment of performance-based compensation payments, which permits the Board of Directors or Compensation Committee of American States Water Company to require reimbursement of certain performance-based payments (including payments made under the 2021 STIP) in the event of certain accounting restatements.

3. Other than as set forth in this Agreement or any vested pension benefits or other contractual arrangements with the Company, you acknowledge and agree that you are not entitled to any additional compensation, payments, or benefits of any kind from the Releasees (as defined below) in connection with your employment or your resignation from employment, including, without limitation, any notice or separation payments otherwise due under any letter of employment, employment agreement, other agreement that you have with the Company or its affiliates or under any benefit plans, programs, or arrangements of the Company or its affiliates, and that no representations or promises to the contrary have been made to you. For purposes of this Agreement and the Release, the term "Releasees" means the Company, American States Water Company and their present and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors and assigns, and their present and former officers, directors, employees, representatives, shareholders, attorneys, and agents, whether acting as agents or in individual capacities, and the pension and welfare benefit plans (and their respective administrators, fiduciaries, trustees and insurers, whether acting as agents or in individual capacities) of the Company and its affiliates.

4. You acknowledge and agree that your receipt of your Aggregate Bonus under the 2021 STIP is subject to your execution and non-revocation of the Release, and that this Agreement will be neither effective nor enforceable, nor will any amounts be paid hereunder, unless the revocation period under the Release expires without your revocation thereof.

5. You will not knowingly disclose this information to anyone, except: (a) as reasonably necessary to enforce this Agreement and the Release; (b) to your attorneys or bona fide tax advisors; (c) to your spouse or spousal equivalent; (d) to governmental taxing authorities; or (e) pursuant to compulsory legal process or a court order. Nothing in this Agreement or the Release is intended to or shall (i) prevent, impede, or interfere with your ability to file a complaint or charge with the Securities and Exchange Commission or any other federal, state or local government agency or commission (each, a “Government Agency”), or (ii) limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding conducted by any Government Agency, including providing documents or other information, without notice to or prior authorization from the Company.

6. The Company’s entry into this Agreement is not intended, and shall not be construed, as an admission that any of the Releasees has violated any federal, state or local law, ordinance or regulation, breached any contract, or committed any wrong whatsoever against you.

7. You acknowledge and agree that the Company has made no promises, commitments, or representations to you other than those contained in this Agreement and that you have not relied upon any statement or representation made by the Company with respect to the basis or effect of this Agreement or the Release or otherwise.

8. If, at any time after the date of the execution of this Agreement, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

9. This Agreement, together with the Release, contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, except that any existing obligations you have with respect to confidentiality, noncompetition, non-solicitation of clients, and non-solicitation of employees under any agreement entered into between you and the Company or its affiliates, or under common law, shall remain in full force and effect. This Agreement may not be changed orally, and no modification, amendment, or waiver of any of the provisions contained in this Agreement, nor any future representation, promise, or condition in connection with the subject matter hereof, shall be binding upon any party unless made in writing and signed by such party.

10. This Agreement shall bind you, your heirs, beneficiaries, trustees, administrators, executors, and legal representatives, and shall inure to the benefit of all the Releasees, and their respective beneficiaries, trustees, administrators, executors, assigns, and legal representatives. You may not assign any of your rights or obligations under this Agreement. Without limiting the foregoing, the Company may assign its rights and delegate its duties hereunder in whole or in part to any affiliate of the Company or to any transferee of all or a portion of the assets or business to which this Agreement relates.

11. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing the Agreement shall not apply a

presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

12. This Agreement is governed by the laws of California, without regard to its conflict of laws provisions. To the extent permissible by applicable law, each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

13. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic copies and photocopies shall be treated as originals.

If this Agreement is acceptable to you, please indicate your agreement by signing and dating where indicated below and returning it to me at [rsprows@aswater.com](mailto:rsprows@aswater.com).

Very truly yours,

/s/ Robert J. Sprowls

Robert J. Sprowls

**ACCEPTED AND AGREED:**

Name: Bryan K. Switzer

Signature: /s/ Bryan Keith Switzer

Date: 1/14/2022

**Exhibit A**  
**General Release of Claims**

I, Bryan K. Switzer, in consideration of and subject to the performance by Golden State Water Company (the “Company”) and American States Water Company of their obligations under the letter agreement, dated as of January 8, 2022, regarding my retirement from employment with the Company (the “Agreement”), do hereby release and forever discharge as of the date hereof the Company, American States Water Company and all of the other Releasees (as defined below) to the extent provided below. I understand that my employment with the Company will terminate, or has terminated, on January 14, 2022 (the “Retirement Date”).

1. For purposes of this General Release of Claims (this “Release”), the term “Releasees” means the Company, American States Water Company and their present and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors and assigns, and their present and former officers, directors, employees, representatives, shareholders, attorneys, and agents, whether acting as agents or in individual capacities, and the pension and welfare benefit plans (and their respective administrators, fiduciaries, trustees and insurers, whether acting as agents or in individual capacities) of the Company and its affiliates, and this Release shall inure to the benefit of and shall be binding upon and enforceable by all such entities and individuals.

2. I understand that any payment paid or granted to me under Section 2 of the Agreement represents, in part, consideration for signing this Release and is not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payment specified in Section 2 of the Agreement unless I execute and do not revoke this Release within the time period permitted hereafter or breach this Release.

3. Except as provided in this Section 3 and Section 5, I hereby release, waive, and forever discharge the Releasees from, and hereby acknowledge full accord and satisfaction of, all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, or statutory, under federal, state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement, or occurrence that I ever had, now have, or hereafter may have against the Releasees, up to and including the date of the execution of this Release. Without limiting the generality of the foregoing, I hereby release and forever discharge the Releasees from:

(a) all claims relating to or arising from my employment with the Company or its affiliates, the terms and conditions of such employment, and the termination of such employment;

(b) all claims of employment discrimination, harassment, or retaliation under any federal, state or local statute or ordinance, public policy or the common law, including, without limitation, claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866, 1870, and 1991, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Uniform Services Employment and Reemployment Rights Act, the California Fair Employment and Housing Act, the California Government Code, the California Labor Code, the California Business and Professions Code, the California Military and Veterans Code, the California Family Rights Act, the Unruh Civil Rights Act, the California Victims of Domestic Violence Employment Leave Act, the California Minimum Wage Orders, the California Equal Pay Act, the California Worker Adjustment

and Retraining Notification Act, and the California Constitution, as such laws have been amended from time to time;

(c) all contract and quasi-contract claims, claims for promissory estoppel or detrimental reliance, claims for wages, bonuses, incentive compensation, and severance allowances or entitlements (including, without limitation, under any severance plans, programs, or arrangements of the Company or its affiliates);

(d) all claims for employee benefits, retirement benefits, stock options or equity, including, without limitation, all claims under the Employee Retirement Income Security Act of 1974; provided, however, that nothing in this Section 3 is intended to release, diminish, or otherwise affect any vested monies or other vested benefits to which I may be entitled from, under, or pursuant to any savings, retirement or long-term incentive plan of the Company or its affiliates;

(e) all claims for fraud, fraudulent inducement, slander, libel, defamation, disparagement, negligent or intentional infliction of emotional distress, personal injury, prima facie tort, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever; and

(f) all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements, and the like (all of the foregoing in this Section 3 collectively referred to herein as the "Released Claims").

4. I further agree to waive my rights under any other statute or regulation, state or federal, that provides that a general release does not extend to claims that I do not know or suspect to exist in my favor at the time of executing this Release, which if known to me would have materially affected my settlement with the Company. I further acknowledge and expressly waive the protection provided under Section 1542 of the Civil Code of the State of California, which states that:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

5. Notwithstanding the foregoing, I am not hereby releasing the Company from any of the following claims: (a) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with the Company to which I am a party, the charter or bylaws of the Company, or under applicable law; (b) any healthcare continuation rights I may have under COBRA; (c) any rights for accrued vested benefits under any employee benefit plan, including my time- and performance-based restricted stock units that vest upon my retirement in accordance with the terms and conditions applicable to such restricted stock units and any accrued and vested benefits under any deferred compensation plan, 401(k) plan or other retirement plan, in accordance with the terms and conditions applicable to such benefits and applicable law; (d); any rights which cannot be waived as a matter of law; or (e) any claims arising from the breach of the Agreement or this Release.

6. I understand and agree that I expressly waive any right or claim of right that I may have under the law of any jurisdiction that a release such as the one given here does not apply to unknown or unstated claims. In connection with this waiver, I understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or

different from those which I may now know or believe to be true, with respect to the Released Claims. Nevertheless, I expressly waive any and all claims that I may have against any of the Releasees, including any which are presently unknown, unsuspected, or unanticipated. This Release is not intended to and does not affect any rights or claims I may have arising after the date I execute this Release. Further, this Release shall not limit or prohibit either party's ability to bring a claim to enforce this Release.

7. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by Section 3 above.

8. I agree that I will forfeit all amounts payable pursuant to the Agreement if I challenge the validity of this Release. I also agree that if I violate this Release by suing the Company or the other Releasees, I will pay all costs and expenses of defending against the suit incurred by the Releasees, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement. In accordance with 29 C.F.R. § 1625.23(b), this Section 8 is not intended to apply to any challenge to the validity of the release language contained in this Release with respect to a Released Claim under the Age Discrimination in Employment Act of 1967.

9. I agree that, except as provided in the next sentence, the terms and conditions of this Release shall be kept in confidence. I will not knowingly disclose this information to anyone, except: (a) as reasonably necessary to enforce this Release; (b) to my attorneys or bona fide tax advisors; (c) to my spouse or spousal equivalent; (d) to governmental taxing authorities; or (e) pursuant to compulsory legal process or a court order. Nothing in this Release is intended to or shall (i) prevent, impede, or interfere with my ability to file a complaint or charge with the Securities and Exchange Commission or any other federal, state or local government agency or commission (each, a "Government Agency"), or (ii) limit my ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding conducted by any Government Agency, including providing documents or other information, without notice to or prior authorization from the Company.

10. I acknowledge and agree that the Company has made no promises, commitments, or representations to me other than those contained in the Agreement and that I have not relied upon any statement or representation made by the Company with respect to the basis or effect of the Agreement or this Release or otherwise.

11. If, at any time after the date of the execution of this Release, any provision of this Release shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Release.

12. I acknowledge and agree that, before signing this Release, I was given a period of at least twenty-one (21) days in which to review and consider it; I have, in fact, carefully reviewed this Release; and I am entering into it voluntarily and of my own free will. I further acknowledge and agree that the Company encouraged me in writing to consult with an attorney before signing it and that, to the extent I wished to do so, I have done so. I further acknowledge and agree that, if I execute this Release before the end of the twenty-one (21) day consideration period, such early execution was completely voluntary, and that I had reasonable and ample time in which to review this Release.

13. I acknowledge and agree that, for a period of seven (7) days after I sign this Release, I have the right to revoke it by providing notice in writing to: Robert J. Sprowls at 630



E. Foothill Blvd., San Dimas, CA 91773, by hand delivery, or via certified mail or overnight courier. This Release will not become effective and enforceable until the day after the expiration of the seven (7)-day revocation period.

14. I understand that my acceptance of my Aggregate Bonus at any time more than seven (7) days after I sign this Release confirms that I did not revoke my assent to this Release and, therefore, that it is effective and enforceable.

15. The Company will only accept a copy of the Release that was signed by me on or after the Retirement Date.

16. This Release is governed by the laws of California, without regard to its conflict of laws provisions. To the extent permissible by applicable law, each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Release.

*[Signature page follows]*

**PLEASE READ THIS GENERAL RELEASE OF CLAIMS CAREFULLY.**

**THIS GENERAL RELEASE OF CLAIMS INCLUDES A  
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**Name: Bryan K. Switzer**

Signature: /s/ Bryan Keith Switzer

Date: 1/14/2022

**American States Water Company**

By: /s/ Robert J. Sprowls

Name: Robert J. Sprowls

Title: President and Chief Executive Officer

*Signature page to General Release of Claims*

## CONTRACT FOR PROFESSIONAL SERVICES

### BRYAN K. SWITZER – CONSULTANT

This Contract is made and entered into by and between Golden State Water Company (“GSWC”) and Bryan K. Switzer (“Consultant”) for a continuation of Consultant’s services as set forth in Paragraph 2.

1. **Effective Date:** This Contract’s Effective Date is January 15, 2022 (the “Effective Date”).
2. **Services and Compensation:** Until the termination of this Contract pursuant to Paragraph 10 below, Consultant shall provide GSWC, under supervision, with consulting services related to administrative support for top executives of the organization, including, but not limited to performing a variety of complex duties often of a sensitive and confidential nature in support of GSWC’s matters. The work and services to be provided by Consultant shall be prioritized and directed by Robert J. Sprowls (President and CEO) until the GSWC Vice President – Regulatory Affairs is appointed. Consultant shall provide Mr. Sprowls with a monthly report on or before the 15th day of the month summarizing Consultant’s services in the prior calendar month. Consultant shall be paid \$125.00 per hour, with an eight hour minimum each week until termination of this Contract for work and services.
3. **Travel and Mileage Allowance:** For a month in which Consultant incurs pre-approved reasonable and necessary travel, mileage and miscellaneous expenses, Consultant may submit an expense report before the 15th day of the next month for their reimbursement. Consultant will be reimbursed at the current IRS mileage reimbursement rate.
4. **Equipment and Tools:** Consultant will be provided with a Company issued laptop computer and other related business equipment to assist in the completion of Consultant’s assigned work. Consultant accepts that at the completion of the assignment, Consultant must return all Company equipment in good working conditions. Consultant also acknowledges that at all times, Consultant will be subject to the same terms and conditions outlined in Company policies for use of Company equipment. Consultant will keep GSWC informed at all times of Consultant’s address and the numbers for Consultant’s office phone, cell phone and fax machine.
5. **Independent Contractor Relationship:** It is the intent of the parties that Consultant shall render services solely and exclusively on an independent contractor basis, and Consultant shall in no manner or degree be considered an employee of GSWC (whether statutory, common law or otherwise) at any time for any purpose, including, but not limited to the Federal Insurance Contributions Act (“FICA”), the Social Security Act, the Federal Unemployment Tax Act (“FUTA”), income tax withholding requirements, California Personal Income Tax Withholding (“PIT”), California Unemployment Insurance taxes (“UI”), California Disability Insurance (“SDI”), the Worker’s Compensation Act (“WCA”), and any and all other applicable federal, state and local laws, rules and regulations. Consultant, and Consultant’s respective agents, employees and subcontractors, if any, always shall be treated as independent contractors and not as employees of GSWC.
6. **No Benefits:** Consultant expressly acknowledges and agrees that the services rendered pursuant to this Contract (and any other previous periods of service rendered for GSWC by Consultant in a like capacity) shall not form the basis for any rights of eligibility, vesting or participation in any employment benefits afforded to any employees of GSWC, including but not limited to any vacation pay, holiday pay, leaves of absence, or any health and welfare benefits, including but not limited to any coverage for any medical, dental, vision, accidental death and disability, long-term or short-term disability, life insurance or severance benefits, or any

retirement benefits of any kind, including but not limited to any pension or thrift plan contributions, and/or any other benefits of any kind or nature provided by GSWC to its employees, whether or not maintained under a qualified ERISA plan. Consultant is not and shall not be entitled to any such benefits that GSWC provides to its employees, and Consultant hereby waives any right or claim to participate in any such programs. Consultant also agrees that, consistent with independent contractor status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees, including but not limited to unemployment benefits.

7. **Tax Reporting and Filing:** Consultant acknowledges and agrees that Consultant shall be solely and exclusively responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes and other government exactions required, when due, with respect to any and all compensation earned by Consultant under this Contract. GSWC will not withhold any employment taxes from compensation it pays to Consultant. GSWC will report the compensation amount it pays to Consultant on IRS Form 1099 to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

8. **Workers' Compensation Insurance:** It is further understood and agreed that Consultant, as an independent contractor, shall not be insured or eligible for any workers' compensation coverage maintained by GSWC.

9. **Compliance with GSWC's Policies:** Consultant acknowledges and agrees to adhere to and be bound by GSWC's policies relevant to Consultant's performance of work and services on behalf of GSWC. If requested, Consultant agrees to sign acknowledgements that Consultant has read, understood and agreed to be bound by such policies. The policies referenced below shall be incorporated by reference into this Contract:

- Information technology policies, such as the communication and network access policies;
- Code of Conduct and signed acknowledgement; and
- Standards of conduct.

10. **Termination:** GSWC may terminate Consultant's services under this Contract in the event of Consultant's default, including but not limited to Consultant's failure or refusal to perform services hereunder. In the event this Contract is terminated by GSWC, GSWC shall be obligated to pay Consultant for the accrued but unpaid compensation due as of the date of Consultant's date of termination. If GSWC terminates the contract other than for an event of Consultant's default prior to July 1, 2022, GSWC will be obligated to pay consultant a severance payment of \$12,000 in addition to the accrued unpaid compensation due as of the date of the termination. If not earlier terminated as set forth above in this Paragraph 10, the parties each understand that this Contract shall continue in full force and binding effect until either party provides at least two weeks advance written notice to terminate the Contract by email at the address set forth opposite such parties on the signature page hereof.

11. **Confidential Proprietary Information:** In the course of providing services hereunder, Consultant may be provided with or gain access to certain confidential and proprietary information of GSWC and its subsidiaries and affiliates (which includes its parent, subsidiaries and affiliates), and its third parties, including, but not limited to operational, financial and business materials, and other information which is proprietary and confidential in nature, or is a trade secret (all collectively, the "Proprietary Information"). The parties acknowledge and agree that Proprietary Information also includes, without limitation, any and all information provided or shared by GSWC to Consultant during the course of this Contract, except for information that was previously known to the Consultant free of any obligation to keep it confidential or information disclosed by a third party having a legal right to make such disclosure.

Consultant agrees that such Proprietary Information shall be used by Consultant solely and exclusively for the purpose of performing the work and services required hereunder, and that Consultant shall not reproduce, discuss, distribute, disseminate or otherwise disclose or use the Proprietary Information or the substance or contents thereof, in whole or in part, in its original form or in any other form, to any other person or entity at any time for any purpose. Upon termination of this Contract, or as otherwise requested by GSWC at any time, Consultant will deliver promptly to the designated individual at GSWC all Proprietary Information and all other GSWC property, including but not limited to all originals and all copies of documents, computer files and other computer storage media relating to GSWC's operations or business.

Consultant further acknowledges his awareness of the restrictions imposed by federal and state securities laws on persons in possession of material nonpublic information and agrees that while he is in possession of material nonpublic information with respect to American States Water Company ("AWR") and its subsidiaries, he shall not purchase or sell any securities of AWR or GSWC, or communicate such information to any third party, in violation of applicable law.

Consultant acknowledges and agrees that the Proprietary Information is highly confidential and that unauthorized disclosure of the Proprietary Information will result in serious harm to GSWC. The parties acknowledge that GSWC may be irreparably harmed if Consultant breaches the obligations of confidentiality under this Contract and such obligations are not specifically enforced, then GSWC may not have an adequate remedy at law in the event of an actual or threatened violation of any such material obligation hereunder. In the event that Consultant breaches any material obligation under this Contract, then GSWC shall, in addition to any and all other forms of relief to which it may be entitled, be entitled to seek an injunction restraining any further disclosure or use of Proprietary Information.

12. **Consultant's Acknowledgement:** Consultant acknowledges that Consultant has read and understands this Contract and is entering into it freely and voluntarily based on Consultant's own judgment and not on any representations or promises other than those contained in this Contract. In particular, Consultant understands and agrees that GSWC has made no promise or representation whatsoever of any employment or offer of employment to Consultant at any time, and that any offer of employment to Consultant to be effective for any purpose must be made, if at all, solely and exclusively by a later writing signed by an executive officer of GSWC.

13. **Entire Agreement, Amendment, and Interpretation:** This Contract constitutes and contains the entire agreement between the parties and supersedes and replaces any and all prior or contemporaneous understandings or agreements with respect to the services contemplated. This Contract may be amended only by a written amendment executed by both parties to this Contract. This Contract always shall be interpreted according to its fair, common meaning, and not strictly for or against either party. Whenever used in this Contract, the word "person" includes, without limitation, natural persons, groups, corporations, partnerships, associations, organizations, trusts, joint ventures, government entities, and any and every other entity whatsoever. The paragraph headings of this Contract are for convenience of reference only, are not part of the terms or provisions of this Contract, and shall have no force or effect in the interpretation of this Contract or otherwise.

14. **Other Work by Consultant:** The parties understand and agree that Consultant is free to perform any other services or work of any kind for any person who or which is not a competitor or potential competitor of GSWC, so long as (A) Consultant performs all of the services and work and services which Consultant is called upon to perform by GSWC properly and in accordance with GSWC's time requirements therefor, and (B) Consultant first shall have obtained GSWC's advance written consent that any such person is not a competitor or potential competitor of GSWC.

15. **No Assignment:** Consultant's obligations to perform the work and services called for by this Contract cannot be assigned, in whole or in part, by Consultant to any other person at any time in any manner without the express, advance written approval of GSWC.

Intending legally to be bound, the parties are entering into this Contract as of the Effective Date stated above.

GOLDEN STATE WATER COMPANY CONSULTANT  
Referred to above as GSWC

/s/ Robert J. Sprowls

Robert J. Sprowls

Email address: [Rsprowls@aswater.com](mailto:Rsprowls@aswater.com)

/s/ Bryan Keith Switzer

Bryan K. Switzer

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