
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**FORM 8-K/A
Current Report**

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

Date of Report (Date of earliest event reported): June 5, 2026



ENERGY RECOVERY, INC.

(Exact Name of Registrant as Specified in its Charter)

001-34112

(Commission File Number)

01-0616867

(I.R.S. Employer Identification No.)

Delaware
(State or Other Jurisdiction of Incorporation)

1717 Doolittle Drive, San Leandro, California 94577

(Address of Principal Executive Offices) (Zip Code)

(510) 483-7370

(Registrant's telephone number, including area 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:

- 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	ERII	The Nasdaq Stock Market LLC

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

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.

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

Appointment of Interim President and Chief Executive Officer

On May 28, 2026, Energy Recovery, Inc. (the "Company") filed a Current Report on Form 8-K (the "Original Report") to announce the appointment of Mr. Alex Buehler as the Company's Interim President and Chief Executive Officer. At the time of the filing of the Original Report, Mr. Buehler's compensation as Interim President and Chief Executive Officer had not yet been determined by the Company's Compensation Committee. Pursuant to Item 5.02(e) of Current Report on Form 8-K, the Company is filing this Amendment No. 1 to the Original Report (the "Amendment") solely for the purpose of disclosing a brief description of Mr. Buehler's compensation arrangements as Interim President and Chief Executive Officer. The information contained in the Amendment should be read in conjunction with the information contained in the Original Report.

Mr. Buehler's compensation as Interim President and Chief Executive Officer are set forth in that certain Offer of Employment dated June 5, 2026, by and between the Company and Mr. Buehler (the "Employment Letter"). Pursuant to the terms of the Employment Letter, Mr. Buehler will receive an annual salary of \$645,000. In addition, Mr. Buehler will be eligible for a success bonus to be paid, if at all, 30 days after the start date of the next permanent President and Chief Executive Officer. Mr. Buehler will also be eligible to receive standard Company benefits.

The foregoing description of the Employment Letter does not purport to be complete and is qualified in its entirety by reference to the Employment Letter, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Offer of Employment with Energy Recovery, Inc as Interim President and Chief Executive Officer
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.

Energy Recovery, Inc.

Date: June 11, 2026

By: /s/ William Yeung

William Yeung
Chief Legal Officer



June 5, 2026

Mr. Alex Buehler
Via email

Re: Offer of Employment with Energy Recovery, Inc.

Dear Alex:

We are pleased to offer you a full-time position with Energy Recovery, Inc. (the "Company") as Interim President and Chief Executive Officer (the "Interim CEO"), reporting to the Board of Directors. This role will be remote, with regular travel to the Company's headquarters in San Leandro, California, and to other locations as required, and is subject to the following terms and conditions.

Start Date and Salary. This letter memorializes your appointment as Interim CEO, effective May 26, 2026. In connection with your role, you will receive a bi-weekly salary of \$24,807.70 per pay period (annualized \$645,000), less deductions authorized or required by law, which will be paid bi-weekly in accordance with the Company's standard payroll procedures. It is expected that your service as Interim CEO will continue until the appointment of a permanent Chief Executive Officer, unless earlier terminated.

Success Bonus. You will be eligible to receive a one-time cash bonus of \$150,000 in recognition of your service as Interim CEO. The bonus will be payable thirty (30) days following the start date of the Company's next permanent Chief Executive Officer, subject to your continued association with the Company through such date and your engagement in the transition period as set forth by the Board of Directors. In the event you voluntarily resign or your employment is terminated for cause prior to such date, you will not be eligible to receive this bonus. If your employment is terminated by the Company without cause prior to such date, the bonus will remain payable.

Benefits. As a full-time employee, you will be eligible to receive employee benefits including, paid-time-off under the company's DTO "Discretionary Time Off" policy, medical, dental and vision insurance for you and your dependents; as well as long-term disability and life insurance. Your eligibility to participate in these programs will begin the first of the month following your date of hire. Please note that the benefits program may change from time to time at the Company's discretion. The Company will reimburse reasonable and necessary business expenses, including travel, in accordance with its policies.

Employment Status. Although your status may change, your employment with the Company remains "at will", meaning that either you or the Company will be entitled to terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer letter. In addition, although your job duties, compensation, benefits, as well as the Company's personnel policies and procedures may change in the future, the "at will" nature of your employment may not be changed.

Please note that this offer is conditional upon your ability to present employment eligibility and properly complete the Form I-9 by the third work day after your date of hire as required by the Immigration Reform & Control Act of 1986. A copy of the form will be provided to you.

Background & Reference Checks. This offer is contingent upon acceptable results of background, reference, and pre-employment screening processes, in accordance with the Company's policies.

Please indicate your acceptance of this offer by signing and returning this letter no later than June 10, 2026. If your acceptance is not received by this date, this offer will be deemed withdrawn.

Joan Chow
Chair of the Compensation Committee
On behalf of the Energy Recovery Board of Directors

I hereby accept the foregoing offer of employment and acknowledge that no representations, offer, commitments, other than those contained herein, have been issued, given, or made to me whatsoever. I understand that this agreement does not constitute a guarantee of employment for a fixed period.

/s/ Alex Buehler /s/ June 11, 2026
Alex Buehler Date