

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## Command Center, Inc.

**Form: 8-K**

**Date Filed: 2012-05-18**

Corporate Issuer CIK:	1140102
Symbol:	CCNI
SIC Code:	7363
Fiscal Year End:	12/26

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): May 17, 2012

**COMMAND CENTER, INC.**

(Exact name of registrant as specified in its charter)

<u>Washington</u> (State or other jurisdiction of incorporation)	<u>000-53088</u> (Commission File Number)	<u>91-2079472</u> (IRS Employer Identification No.)
<u>3773 West Fifth Avenue, Post Falls, Idaho</u> Address of principal executive offices		<u>83854</u> Zip Code

Registrant's telephone number, including area code: 208-773-7450

(Former name or former address, if changes 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))
-

## Section 5 – Corporate Governance and Management

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

( b ) Resignation of Officer. Effective on May 16, 2012, Ralph E. Peterson resigned as Command Center, Inc.'s ("Command Center") interim Chief Financial Officer. There was no known disagreement with Mr. Peterson on any matter relating to the Company's operations, policies or practices and Mr. Peterson will continue to serve as a member of the Company's Board of Directors until Command Center's 2012 Annual Meeting of Shareholders.

Mr. Peterson has not had any material direct or indirect interest in any of our transactions since the beginning of the Company's last fiscal year or in any currently proposed transaction.

( c ) Appointment of Officer and new Director. On May 16, 2012, Dan Jackson, age 58, was appointed as Command Center's Chief Financial Officer.

Prior to joining Command Center, Mr. Jackson, served from November 2010 until August 2011 with Red Lion Hotels Corporation as Executive Vice President, Chief Financial Officer. Prior to joining Red Lion Hotels Corporation, Mr. Jackson was Executive Vice President and CFO for KinderCare Learning Centers, Inc. and its successor, Knowledge Learning Corporation from November 2002 to June 2006. Mr. Jackson held the position of Senior Vice President of Finance for KinderCare Learning Centers, Inc. from October 1999 to October 2002 having joined the company as Vice President of Financial Control and Planning in March 1997. Prior to KinderCare from September 1994 to February 1997, Mr. Jackson was Vice President and Controller for Red Lion Hotels, Inc. when it was held by Kohlberg Kravis Roberts & Co. During his 12 year tenure at Red Lion, he was responsible for the financial operations of over 50 hotels and was instrumental in that company's initial public offering and subsequent sale to Doubletree Hotels. Mr. Jackson brings over 30 years of senior level finance to Command Center.

Mr. Jackson commenced his employment with Command Center on April 16, 2012. On April 19, 2012, Command Center and Mr. Jackson entered into an employment contract (the "Employment Agreement"). Command Center and Mr. Jackson have not entered into any other written employment agreement in connection with his recent appointment as Chief Financial Officer.

Pursuant to the Employment Agreement, Mr. Jackson's annual base salary was \$185,000. He is not guaranteed the payment of any annual bonus. With his appointment as CFO, it is anticipated that Mr. Jackson will become eligible for bonus opportunities upon such terms and subject to such conditions as may be approved by the Compensation Committee of the Board of Directors.

The term of the Employment Agreement is at the will of the parties. Either Mr. Jackson or Command Center can terminate the Employment Agreement at any time, with or without notice and with or without cause.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the complete terms and conditions of such Agreement (a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K).

## Section 8 – Other Events

### Item 8.01 Other Events

On May 17, 2012, the Company issued the press release attached hereto as Exhibit 99.1.

Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act.

### Item 9.01 Financial Statements and Exhibits

(d) *Exhibits*

[10.1](#) At Will Employment Contract, dated April 19, 2012, between the Registrant and Dan Jackson  
[99.1](#) Press Release, issued by the Company on dated May 17, 2012

---

## 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.

**Command Center, Inc.**

Date: May 18, 2012

By: /s/ Glenn Welstad

---

Glenn Welstad  
Chief Executive Officer

Market Makers  
Jimmy Caplan  
512-329-9505  
jcap@austin.rr.com

### **COMMAND CENTER ANNOUNCES NEW CFO DAN JACKSON**

Post Falls, Idaho – May 17, 2012 - Command Center, Inc. (OTCQB: CCNI)(<http://www.otcmartets.com/stock/CCNI/quote>), a national provider of on-demand and temporary staffing solutions, today announced the appointment of Dan Jackson, 58, as the company's Chief Financial Officer effective May 16, 2012. Mr. Jackson, who brings more than 30 years of senior level finance experience to his new role, recently served as Executive VP, CFO of Red Lion Hotels Corporation, based in Spokane, WA.

Mr. Jackson replaces Ralph E. Peterson, who had served as transitional CFO since December 2011 and will continue to serve as a director on Command's board.

Mr. Jackson is a seasoned financial executive with experience in all financial and internal control activities, including financial planning and reporting, accounting, budgeting and forecasting, procurement, credit facility and risk management. From January 2005 to June 2006, he served as Executive VP, CFO of Knowledge Learning Corporation, which had acquired KinderCare Learning Centers, Inc. Prior to the acquisition, Mr. Jackson had served in various financial/executive positions at KinderCare since March 1997, including the position of Executive VP, CFO from November 2002 to January 2005.

Mr. Jackson received his BA degree in accounting from Portland State University in 1980. He held executive positions in hotel operations with Harsch Investment Corporation from June 1980 to September 1985, and with Red Lion Hotels from September 1985 through February 1997.

"We are thrilled to have someone with Dan's knowledge and depth of experience," said Glenn Welstad, Command Center's CEO. "He has been engaged with our accounting department over the past few months, and I am confident he understands our growth needs and will make important contributions to Command Center's success as a well-regarded and profitable staffing company. With his many years in the hotel business, Dan is keenly aware of the importance of providing service that upholds our corporate motto of 'Exceeding Expectations Every Time'."

Mr. Welstad also acknowledged the contributions of Mr. Peterson, who has served as a director and in various executive roles since the company's inception. "Ralph is a true friend of Command Center and has always responded when we needed him. He served as interim CFO until we were able to choose Dan Jackson as the best candidate for the job, and then worked closely with Dan to insure a smooth transition with timely financial reporting. We thank him profusely and are glad that he will continue to serve as a board member.

#### **About Command Center, Inc.**

The company provides flexible on-demand employment solutions to businesses in the United States, primarily in the areas of light industrial, hospitality and event services, as well as other assignments such as emergency and disaster relief projects. Additional information on Command Center is available at [www.commandonline.com](http://www.commandonline.com). Information on the company's Bakken Staffing division can be found at [www.bakkenstaffing.com](http://www.bakkenstaffing.com).

This news release contains forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. These statements are subject to uncertainties and risks including, but not limited to, the severity and duration of the general economic downturn, the availability of worker's compensation insurance coverage, the availability of capital and suitable financing for the Company's activities, the ability to attract, develop and retain qualified store managers and other personnel, product and service demand and acceptance, changes in technology, the impact of competition and pricing, government regulation, and other risks set forth in the Form 10-K filed with the Securities and Exchange Commission on April 9, 2012 and in other statements filed from time to time with the Securities and Exchange Commission. All such forward-looking statements, whether written or oral, and whether made by or on behalf of the Company, are expressly qualified by these cautionary statements and any other cautionary statements which may accompany the forward-looking statements. In addition, the Company disclaims any obligation to update any forward-looking statements to reflect events or circumstances after the date hereof.



AT WILL EMPLOYMENT CONTRACT

This Employment Contract is made by and between Command Center®, Inc. (hereinafter "we" or "us") and Dan Jackson (hereinafter "you") as of the date indicated below the signature of the last person to sign this Contract.

1. You are being hired to fill the capacity of Chief Financial Officer. You hereby accept such employment, upon terms and conditions set forth in this contract.

2. Initially, your compensation will be as follows: \$185,000.00 Annual Salary paid at \$7,115.38 bi-weekly.

\$ Per Hour (hourly employees). In our unrestricted discretion, we have the right to change your compensation at any time.

3. In addition, you may be eligible for the following expense reimbursement to be paid each month after the approved expense is incurred.

- Meals and Entertainment
Office Supplies / Products

4. If at any time during your employment you qualify for any commissions or incentives, you agree that those incentives or commissions may be changed by us at any time without affecting the other agreements of this Contract. When your employment is terminated, voluntarily, or involuntarily, you will no longer receive any additional commissions or incentives, even if the commission or incentive was for a period of time prior to your termination date.

5. Arbitration Clause. By initialing here/ , you and we agree that any unresolved dispute or controversy arising under or in connection with this Contract, or the breach of this Contract, or your employment by us, including alleged violations of state or federal statutes, and including claims of discrimination, sexual or other harassment, retaliation, wrongful termination, compensation due or violation of civil rights must be submitted to and resolved by binding arbitration Any arbitration between us will be administered by the American Arbitration Association under its Employment Arbitration Rules, by one arbitrator, at the American Arbitration office nearest the place of your employment. The award entered by the arbitrator will be final and binding in all respects, and judgment on the award may be entered in the Court having jurisdiction. The arbitrator shall not have the authority to add to, detract from, or modify any provision or this Contract nor to award punitive damages to any injured party. Notwithstanding the foregoing, we are entitled to seek injunctive or other equitable relief, as contemplated by Section 12 below, from any court of competent jurisdiction, without the need to resort to arbitration.

6. You understand that you have no authority to obligate us to anything or to bind us to any agreement without prior written permission.

7. You agree to perform your duties in a careful, dedicated, ethical and sensible manner. You agree to conduct yourself in a way, which will be a credit to the company's character and interests.

8. You agree to devote your full and undivided time, energy, knowledge, skill, and ability to our business during working hours. You also agree not to be employed elsewhere unless first authorized by us in writing.



9. In connection with your duties, you may have access to some or all of our "Confidential Information" which includes, but may not be limited to the following:

The ideas, methods, techniques, formats, specifications, procedures, designs, systems, processes, data and software products which are unique to us;

All of our customer, marketing, pricing, and financial information, including the names, addresses and any other information concerning any of our customers;

All of our operations, sales and training manuals and materials.

All other information now in existence or later developed which is similar to the foregoing; and

All information which is marked as Confidential, or explained as Confidential, or which by its nature is Confidential

During your employment, you agree to protect and safeguard Confidential Information which is entrusted to you or to which you have access. You agree not to divulge or disclose any Confidential Information to any person, except employees of ours with a need to know, and not to use any Confidential Information for your own benefit. You must tell us if you believe that any other person has made an unauthorized disclosure of Confidential Information.

10. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by you during the course of performing your work for us (collectively, the "Work Product") shall belong exclusively to us and shall, to the extent possible, be considered a work made by you for hire within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by you for hire for us, you agree to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest that you may have in such Work Product. Upon our request, you will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

11. You understand and agree that the methods employed in our company will place you in close business and personal relationship with customers. Thus, during the term of the Contract and for a period of one (1) year immediately following the termination of your employment, for any cause or without cause, so long as we continue to carry on the same business, you agree that you will not, for any reason whatsoever, directly or indirectly, for yourself or on behalf of, or in conjunction with, any other person(s), company, partnership, corporation or business entity, call upon, divert, influence, solicit, service or attempt to call, divert, influence, solicit or service any of our customers or potential customers (prospects) with whom you had direct or indirect contact or whom you had responsibility during your tenure with us or otherwise assisted us in providing services to. Additionally, for a period of one year following the termination of your employment with our company, for any cause or without cause, you agree that you will not, for any reason whatsoever, directly or indirectly, for yourself or on behalf of any other person(s), company, partnership, corporation or other business entity, solicit or influence or attempt to solicit or influence any employee of ours to leave employment with the company.

12. You agree that if we believe that you have breached the terms of either Sections 9 or 11 of this Contract, that notwithstanding our agreement to arbitrate disputes arising out of this Contract, we have the right to seek injunctive or other equitable relief against you in court. You agree that if you breach the terms of either of these sections, we would have no adequate remedy at law and are entitled to injunctive relief.

13. If you have a continuing contractual commitment to a previous employer that is a limitation on your work activities at our company, you must notify us at the start of your employment of this limitation. You agree to conform at all times to the requirements of any such contractual commitment until that commitment expires.

---

14. You and we agree that any controversy or dispute arising out of or connected with this Contract, including those submitted to arbitration under Section 5 shall be governed by Idaho law. Additionally, you and we also agree that for any dispute or controversy which is not subject to arbitration as provided in Section 5 or for which a court refuses to enforce the arbitration provisions, exclusive jurisdiction and venue shall be in the state or federal courts in Kootenai County, Idaho. You and we further agree to submit to the jurisdiction of such courts.
  15. You agree that at any time during or prior to your employment, we may, subject to legal requirements, investigate your background for information which may be relevant to your employment and/or job performance.
  16. If your employment with us is terminated, you agree to immediately deliver to us all correspondence, letters, manuals, lists, mailing lists, customer lists, cash, pagers, phones, computers, Confidential Information and any and all other property, material and records of any kind concerning our business that you may possess.
  17. Your employment with us is on an "AT WILL" basis. You may terminate your employment at any time, for any reason, with or without notice. We also may terminate your employment at any time, for any reason, or no reason, with or without notice. No person employed by us is authorized to alter the "at will" nature of your employment.
  18. Any other promises or other communications made by us or by you are not to be deemed as binding unless they are set forth in this Contract. This Contract represents the entire agreement between us and replaces any prior agreements.
-

IN WITNESS WHEREOF, the parties have executed this contract and its terms as of the day and month first set forth above.

Signature

Title

Date

COMMAND CENTER REPRESENTATIVE  
NAME (Please Print)

/s/ Glenn Welstad

President

Date: 4/19/12

COMMAND CENTER REPRESENTATIVE  
SIGNATURE

/s/ Dan Jackson

Title

Date: 4/19/12

EMPLOYEE NAME (Please Print)

/s/ Dan Jackson  
EMPLOYEE SIGNATURE