

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## Command Center, Inc.

**Form: 8-K**

**Date Filed: 2018-06-01**

Corporate Issuer CIK: 1140102

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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) **May 25, 2018**

**COMMAND CENTER, INC.**

(Exact name of registrant as specified in its charter)

**Washington**  
(State or other jurisdiction  
of incorporation)

**000-53088**  
(Commission  
File Number)

**91-2079472**  
(IRS Employer  
Identification No.)

**3609 S. Wadsworth Blvd., Suite 250 Lakewood, CO**  
(Address of principal executive offices)

**80235**  
(Zip Code)

**(866) 464-5844**  
(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 (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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 25, 2018, Command Center, Inc. (the "Company"), and Ronald L. Junck, the Company's Executive Vice President and General Counsel, entered into an Executive Severance Agreement and Release of Claims (the "Severance Agreement"), attached hereto as Exhibit 10.1, and a Consulting and Nondisclosure Agreement (the "Consulting Agreement"), attached hereto as Exhibit 10.2, each in connection with Mr. Junck's retirement, which was effective May 25, 2018.

Under the terms of the Severance Agreement, the Company will, among other things, pay Mr. Junck severance in the amount of \$75,000 over the course of four months in regular installments, pay all accrued but unused vacation time, and his participation in the Company's health insurance plans will continue through May 31, 2018. Under the terms of the Consulting Agreement, Mr. Junck will provide consulting services to the Company commencing June 1, 2018, and continuing through July 31, 2018, for a \$10,000 monthly fee.

The foregoing descriptions of the Severance Agreement and the Consulting Agreement are not complete and are qualified in their entirety by reference to the full text of the Severance Agreement and the Consulting Agreement, copies of which are filed herewith as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
<u>10.1</u>	Executive Severance Agreement and Release of Claims between the Company and Ronald L. Junck, dated as of May 25, 2018.
<u>10.2</u>	Consulting and Nondisclosure Agreement between the Company and Ronald L. Junck, dated as of May 25, 2018.

**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.  
(Registrant)

Date: June 1, 2018

/s/ Brendan Simaytis  
Name: Brendan Simaytis  
Title: Secretary

**EXECUTIVE SEVERANCE AGREEMENT AND RELEASE OF CLAIMS**

This Executive Severance Agreement and Release of Claims ("Agreement") is made by and between Command Center, Inc. (the "Company") and Ronald L. Junck ("Executive").

**RECITALS**

- A. Executive is voluntarily resigning from his employment with the Company.
- B. The Company wishes to provide for a severance payment to Executive and Executive and Company wish to release each other from any and all claims arising from or related to Executive's employment relationship with the Company.
- C. The parties are simultaneously entering into a consulting agreement (the "Consulting Agreement").

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises made herein, the Company and Executive (collectively referred to as the "Parties") hereby agree as follows:

1. **Resignation.**

Executive acknowledges that he submitted his resignation as an officer and employee of the Company, to be effective on May 25, 2018. Executive acknowledges and agrees that his employment in any capacity with the Company, including as Executive Vice President and General Counsel, shall cease as of the end of business on May 25, 2018 (the "Effective Date"). Notwithstanding the foregoing, Executive shall continue to perform all of his duties as Executive Vice President and General Counsel of the Company through the Effective Date.

2. **Consideration.**

- (a) Executive shall continue to receive his regular base pay through the Effective Date. If Executive is presently a participant in any of the health insurance plans offered by Company, unless cancelled by Executive, his participation shall continue through the Effective Date or May 31, 2018, whichever is later, subject to deduction from Executive's pay for Executive's usual and required share of premiums. Executive will not be eligible to participate in any of Company's other benefits programs beyond the Effective Date.
- (b) As further consideration, provided Executive has not rescinded this Agreement in accordance with Section 7 below, the Company will pay to Executive, over the course of four months in regular installments, severance in the additional gross amount of \$75,000. Severance payments will be made in two-week intervals on the Company's regular payroll dates, less appropriate withholdings as supplemental wages, beginning June 8, 2018, and continuing through September 28, 2018. Executive agrees and acknowledges no additional severance payments will be made to Executive after this date.

- (c) Additionally, not later than ten days after the Effective Date, the Company shall pay Executive an amount equal to \$9,824.28, less usual withholdings, as and for full payment of all of Executive's accrued but unused vacation time. The parties agree that no additional vacation or sick leave time will accrue after the Effective Date and that the payment specified herein regarding vacation time includes all vacation time payments due to Executive. No payment for accrued but unused sick time will be made to Executive.
- (d) Executive acknowledges that except for the payments set forth in this Section 2 and any payments that may become due under the Consulting Agreement, no other compensation or payments are due and that no additional amounts will be paid to him under this Agreement.
3. **Effective Upon Execution.** This Agreement shall become effective upon execution by both parties; provided however, Executive shall have the right to rescind this Agreement in accordance with Section 7 below within seven (7) days following the date this Agreement is fully executed. In the event Executive exercises his right to rescind this Agreement, all of the provisions hereof, including any compensation to be paid to Executive in excess of the payments specified in Section 2.a and 2.c above, shall be null and void.
4. **Return of Property.** Executive shall destroy or return, as specified by Company and at Company's expense, all Company property and confidential and proprietary information in his possession within 60 days following receipt of Company's instructions for destruction or return. If so requested by Company, Executive will provide a written certification that such destruction and/or return has been completed. Company acknowledges that Executive has provided to Company information as to all password-protected systems, websites and files that he has used and/or accessed during his employment, along with the user identification, passwords and all other login credentials that may be required to access such systems, sites and files, all of which Executive represents to be complete and accurate. Company also acknowledges that Executive has also prepared and submitted to Company copies of all electronic files in Executive's possession that belong to Company or that constitute work product or Confidential Information of or related to the Company and/or Executive's work for and/or representation of Company, all of which Executive represents to be complete and accurate. Executive acknowledges that following the Effective Date, any items of personal property belonging to him and located at the office of the Company, shall be deemed to have been given and transferred by him to the Company.
5. **Release of Claims by Company.**
- (a) Company releases Executive and his heirs, successors and assigns, from, and agrees not to sue concerning, any claim, duty, obligation or cause of action, loss or expense of every kind and description, whether presently known or unknown, suspected or unsuspected, that Company may possess arising from any omissions, acts or facts, that have occurred up until and including the Effective Date, including without limitation, any and all claims relating to or arising from Executive's relationship or prior dealings with the Company, including but not limited to Executive's employment with the Company, and excepting only claims for acts of theft, fraud or embezzlement.

- (b) Any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement. Any determination for clawback or recovery shall be made in accordance with any applicable law or regulation.
6. **Release of Claims by Executive**. Except as otherwise specifically provided herein, Executive releases the Company and its officers, directors, representatives and affiliated companies, successors and assigns, on behalf of himself, and his heirs, family members, representatives, successors and assigns, from, and agrees not to sue concerning, any claim, duty, obligation or cause of action, loss or expense of every kind and description, whether presently known or unknown, suspected or unsuspected, that he may possess arising from any omissions, acts or facts, that have occurred up until and including the Effective Date, including, without limitation:
- (a) all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;
  - (b) all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment of any kind; retaliation; constructive discharge; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract, business relationship or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and all other causes of action;
  - (c) all claims for violation of any federal, state or municipal statute, ordinance, rule or regulation, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, and the Older Workers Benefit Protection Act;
  - (d) all claims pursuant to any "whistleblower" law or regulation;
  - (e) all claims arising out of any other laws and regulations relating to employment or employment discrimination, harassment or retaliation; and
  - (f) all claims for attorneys' fees and costs.

The parties acknowledge and agree that the releases set forth herein shall not apply to and shall have no effect whatsoever on shares of the Company's common stock or stock options directly or indirectly owned by Executive now or at any time in the future, all of which shall remain the property of Executive. Notwithstanding anything herein, any stock options previously issued by Company to Executive as of the Effective Date shall vest, if at all, pursuant to the terms of the stock option award granted to Executive. Any stock options previously issued to Executive and that are vested or which will become vested and exercisable under the terms of the specific option award will terminate pursuant to the Stock Incentive Plan under which the options were issued to Executive.

Notwithstanding the releases set forth herein, to the fullest extent of the law, as well as the Articles of Incorporation, as amended, and the Bylaws, as amended, Company shall continue to indemnify Executive as a former officer of the Company.

The Company and Executive agree that the releases set forth in this section shall be and remain in effect in all respects as a complete general releases as to all matters, except as otherwise specified. These releases do not extend to any obligations incurred under this Agreement or the Consulting Agreement.

7. **Acknowledgment of Waiver of Claims under ADEA.** Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under ADEA after the date this Agreement is signed by Executive. Executive acknowledges that the consideration given for this waiver and release agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing that: (a) he should consult with an attorney prior to executing this Agreement; (b) he could have at least twenty-one (21) days within which to consider this Agreement and that if he voluntarily chooses not to utilize the full twenty-one (21) calendar days, he has had a fully adequate opportunity to review this Agreement before signing it; (c) he has at least seven (7) days following the execution of this Agreement by the parties to revoke or rescind the Agreement; and (d) this Agreement shall not be effective until after the revocation period has expired.
8. **No Pending or Future Lawsuits.** Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein. If Executive has brought any administrative claims or complaints with any governmental agency, against the Company and/or any officer, director or employee of the Company, all such claims are hereby fully settled and resolved under the terms of this Agreement.
9. **Confidential Information.**
  - (a) For purposes of this Agreement, the words "Confidential Information" include all of the following:
    - (1) The methods, procedures, plans, techniques, systems, data, processes, formats and designs utilized in Company's operations;
    - (2) The software utilized by Company;
    - (3) All information relating to Company's financial condition and operational and financial plans and goals;



- (4) All information pertaining to Company's customers, as well as prospective customers, including customer lists and usage patterns, pricing and bidding practices, customer contact information, and marketing and sales practices, methods and plans;
  - (5) All business forms and all operations, sales and training manuals; and
  - (6) All other information which by its nature would be reasonably understood to be confidential.
- (b) Executive agrees not to disclose any Confidential Information to others, use any Confidential Information for his own benefit or make copies of any Confidential Information without Company's written consent, whether during or after Executive's employment with Company. Executive also agrees to destroy or return all Confidential Information in his possession to Company as provided in Section 4 hereof.
  - (c) For purposes of this Agreement the words "Confidential Information" do not include any information that is or becomes generally available to the public, other than as a result of disclosure in violation of this agreement.
10. **Nondisparagement.**
- (a) From the date of execution of this Agreement and continuing for a period of one year, Executive shall (i) refrain from making any public disparaging statements concerning Company, its officers, directors, employees or representatives or its business or operations and (ii) refrain from posting on any Internet site or online message board, chat room or blog any statement concerning Company, whether disparaging or not. Similarly, from the date of execution of this Agreement and continuing for a period of one year, the Company agrees to refrain from making or posting any disparaging statement about or concerning Executive.
  - (b) Should any third parties, including prospective employers, inquire as to the employment of Executive with Company, Company will confirm Executive's dates of employment, title, final rate of pay, and separation via voluntary resignation/retirement.
  - (c) This Section 10 shall not prohibit the Parties from disclosing any information in response to a lawful subpoena or court order requiring disclosure of information or otherwise as required by law. Similarly, this section is not intended to prevent either party from providing truthful testimony and information regarding the other party in any administrative proceeding, when requested by a governmental agency to do so, whether with or without a subpoena.
11. **Costs.** Except as otherwise specifically stated herein, the Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.
12. **Arbitration.** The Parties agree that all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein released, shall be subject to binding arbitration before the American Arbitration Association, at its office located nearest the Company's corporate office in Denver, Colorado, under its Employment Dispute Resolution Rules. The Parties agree that the prevailing party in any arbitration shall be entitled to a judgment, order and injunctive relief as may be appropriate in any court of competent jurisdiction to enforce the arbitration award. Nothing set forth in this section shall prevent either party from seeking injunctive relief in a court of competent jurisdiction.

13. **Authority.** The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Executive represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.
14. **No Representations.** Each party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.
15. **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable or void, that provision shall be modified so that it is legal and enforceable and in a manner which most closely reflects the intent of the Parties.
16. **Entire Agreement.** Except as provided in the following sentence, this Agreement represents the entire agreement and understanding between the Company and Executive concerning Executive's separation from the Company and supersedes and replaces all prior agreements and understandings. All of the covenants and other post-employment provisions of any employment contract entered into between the Parties, which are specified to survive termination of employment or which by their nature apply following termination of employment, shall remain in full force and effect.
17. **No Oral Modification.** This Agreement may only be amended in writing signed by Executive and the Company.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.
19. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.
20. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:
  - (a) They have read this Agreement;
  - (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
  - (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
  - (d) They are fully aware of the legal and binding effect of this Agreement.
21. **Further Assurances.** Following the effective date of this Agreement, Executive shall sign and deliver such further documents and instruments as may be reasonably requested by Company or its counsel, for purposes of carrying out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

**EXECUTIVE**

Ronald L. Junck  
**Ronald L. Junck**

Date: May 25, 2018

**COMMAND CENTER, INC.**

Richard K. Coleman, Jr.  
**Richard K. Coleman, Jr.**  
President & CEO

Date: May 25, 2018

**CONSULTING AND NONDISCLOSURE AGREEMENT**

This Consulting and Nondisclosure Agreement ("Agreement") is entered into between Command Center, Inc., a Washington Corporation ("Command"), and Ronald L. Junck ("Consultant").

WHEREAS, Command wishes to engage Consultant for services relating to Command's business, which may entail, in part, operational and financial details of Command, which in many cases are confidential and not known to the general public;

WHEREAS, as part of the services provided by Consultant, Consultant is willing to protect the confidentiality of such information;

NOW, THEREFORE, Command and Consultant agree as follows:

1. **Terms of Agreement.** The engagement between the parties shall commence as of June 1, 2018, and shall continue through July 31, 2018 (the "Term"). This Agreement can be extended by mutual consent of the parties hereto upon the same terms and conditions for a period of time as agreed upon by the parties. Command may terminate this agreement with or without cause at any time without penalty or obligation to make any specific additional payments to Consultant as long as it has paid to Consultant the fees as contemplated herein. In the event Command elects to terminate this Agreement and the services provided by Consultant without good cause, Command will pay to Consultant the full amount of fees remaining through the Term of this Agreement. In the event Consultant elects to terminate this Agreement for any reason, no additional payments will be made to Consultant. Further, in the event either party elects to terminate this Agreement and the services provided by Consultant, Consultant will immediately return any and all property of Command provided to Consultant during the term of this Agreement and all Confidential Information (as defined below).

2. **Compensation and Terms.** As may be requested by Command from time to time, Consultant shall provide Command with services within Consultant's areas of experience and knowledge relating to Command's general operations and governance and/or in other similar tasks. The services may include periodic reporting related to these services as may be required by Command. Consultant will not at any time be required to provide legal advice or legal services to Command, any employee of Command, or any member of the company's board of directors.

Command shall pay Consultant on monthly basis for all services performed within the month. Consultant will be paid at a rate of \$10,000 for each calendar month of the Term of this Agreement. Each monthly payment will be made by Command within five days of the first day of each month. Consultant hereby agrees and acknowledges the compensation rate set forth herein is all that Consultant will be owed for all services rendered to Command under this Agreement.

3. **Expenses.** Consultant is responsible for all costs and expenses incurred in the course of performing services under this Agreement, unless previously approved by Command. However, in the event Command and Consultant agree that travel is necessary for Consultant, Command shall pay all expenses reasonably incurred by Consultant in the course of such travel.

4. **Time Requirements.** Consultant agrees to furnish Command with consulting services as required by Command and as mutually agreed upon by the parties hereto. Consultant agrees and acknowledges that the hours required to provide the services contemplated in this Agreement may require irregular working hours at times and may require meeting stated deadlines. However, Consultant will not be required to provide more than 10 hours per month of consulting services to Command.

5. **Independent Contractor.** Both Command and Consultant agree that the Consultant will act as an independent contractor in the performance of his duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. At no time is Consultant authorized to enter into any agreements (written or otherwise) or make any material representations on Command's behalf.

6. **Confidential Information.**

(a) The words "Confidential Information" mean any nonpublic information, whether presented orally, in writing or electronically, relating to Command, provided or made available to Consultant during the term of this Agreement, including without limitation any of the following:

(1) All ideas, methods, plans, relationships, techniques, formats, specifications, procedures, designs, systems, processes, data and software systems;

(2) All marketing, pricing and financial information, including revenues, expenses, budgets and projections;

(3) All customer information including any data and details on specific customer accounts;

(4) All specific proprietary computer software, algorithms, computer processing systems, object and source codes, user manuals, and systems information and documentation, including how any of the above are applied in Command's business operations;

(5) All Trade Secrets (as defined below);

(6) All Work Product (as defined below); and

(7) All other information which is marked as confidential or explained to be confidential or which by its nature is confidential.

(b) The term "Trade Secrets" as used in this Agreement shall mean Confidential Information that:

(1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and

(2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(c) This Agreement shall not apply to and the words "Confidential Information" or "Trade Secrets" shall not include information that is generally available to the public other than as a result of wrongful disclosure by others or information rightfully received by either party from a third party without restriction on disclosure or use.

(d) This Agreement is not intended to obligate either party to disclose any particular information.

7. **Use and Protection of Confidential Information.** Consultant will use the Confidential Information of Command only for designated purposes related to certain business operations of Command and as maybe needed generally in the course of providing the consulting services contemplated by this Agreement. Consultant, as the recipient of Confidential Information, shall take all reasonable precautions to guard and protect the secrecy and confidentiality of the Confidential Information so received, including all of the same precautions that he would take to guard and protect his own confidential information or that of any other client or employer of Consultant. Except as otherwise provided in this Agreement, Confidential Information shall not be disclosed by Consultant to any person or entity or used for his own benefit or the benefit of any other person or entity. Consultant shall not make copies of any Confidential Information or allow access to Confidential Information to any unauthorized third party without the prior written consent of Command. All Confidential Information shall remain the property of Command. Command has not granted a license to Consultant to use or exploit Confidential Information for the benefit of himself or any third party. The restrictions and other terms of this Agreement will continue for as long as information remains Confidential Information, and will survive termination of this Agreement.

8. **Return of Confidential Information.** Upon written request of Command, Consultant shall return or destroy (as specified by Command and at Command's expense) all Confidential Information. If requested by Command, Consultant shall sign a statement certifying that all Confidential Information has been returned or destroyed in accordance with Command's instructions. Disclosure of Confidential Information to Consultant hereunder shall not constitute any option, grant or license to Consultant under any patent or other rights now or hereafter held by Command or its subsidiaries.

9. **Ownership of Work Product.**

(a) Consultant acknowledges and agrees that any and all work product of Consultant under this Agreement, whether tangible or intangible, written or unwritten, including, without limitation, text, computer software, stored data, programs, photograph, video, multi-media item, or other work of authorship and instrumentation, including copies and duplicates of same, inventions, ideas, discoveries, improvements, enhancements, whether or not shown or depicted in writing or reduced to practice, whether or not patentable and including those which may be subject to copyright protection (collectively, "Work Product"), shall belong solely to Command and that Consultant shall not at any time now or in the future hold or retain any rights or interests in or to any Work Product. Consultant shall give to Command all electronic and hard copies of all Work Product upon demand.

(b) To the extent that any Work Product may not properly be considered works made for hire, Consultant represents and warrants that Consultant is the owner of the Work Product. Consultant further represents and warrants that, whether or not the Work Product may properly be considered a work made for hire, all Work Product delivered under this Agreement is original to Consultant and that the Work Product does not infringe upon any third party rights including, but not limited to, copyright, trademark, patent, trade secret, privacy, publicity, and any other intellectual property rights or legally protectable property rights.

10. **Business Transactions.** This Agreement shall not obligate either party to enter into any future business transaction with the other party.

11. **Waiver.** No failure or delay by either party in enforcing any condition or term of this Agreement shall be construed as a waiver of its right to do so, nor shall any single or partial waiver be construed as a waiver with respect to any future violation of the same or any different condition or term. Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

12. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties with respect to the subject of consulting services and supersedes all prior discussions, negotiations, agreements and understandings among the parties with respect to this subject.

DATED THIS 25th day of May, 2018.

**COMMAND CENTER, INC.**

**CONSULTANT**

By: Richard K. Coleman, Jr.

By: Ronald L. Junck

Title: President and CEO

Title: -----