
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

REGISTRATION STATEMENT
ON FORM S-8
Under
THE SECURITIES ACT OF 1933

LABOR READY, INC.

(Exact name of registrant as specified in its charter)

Washington
(State or other jurisdiction
of incorporation or organization)

91-1287341
(IRS Employer
Identification No.)

**1015 A Street
Tacoma, WA 98402
(253) 383-9101**

(Address of registrant's Principal Executive Offices)

LABOR READY, INC. 2000 STOCK OPTION PLAN
(Full title of the plan)

**Timothy J. Adams
Labor Ready, Inc.
1015 A Street
Tacoma, WA 98402
(253) 383-9101**

(Name, address, including ZIP code, and telephone
number, including area code, of agent for service)

**Copy to:
Gary J. Kocher, Esq.
Chris K. Visser, Esq.
Preston Gates & Ellis LLP
5000 Bank of America Tower
701 Fifth Avenue
Seattle, WA 98104
(206) 623-7580**

Title of each class of securities to be registered	Amount to be Registered(1)	Proposed maximum offering price per share(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee(2)
Common stock, no par value per share	1,000,000 shares	\$ 7.2575	\$ 7,257,500	\$ 667.70

- (1) The shares covered by this Registration Statement represent shares of Common Stock which have become available for issuance under the Registrant's 2000 Stock Option Plan (the "Plan") as a result of an amendment increasing the number of shares authorized for issuance thereunder by 1,000,000. On January 8, 2002 the Registrant filed a Form S-8 registering 3,750,000 shares under the Plan. Additional shares which may be necessary to adjust the number of shares reserved for issuance pursuant to such plan as the result of any future stock split, stock dividend or similar adjustment of the outstanding Common Stock of the Registrant are also being registered.
- (2) Estimated pursuant to Rule 457(c) solely for purposes of calculating amount of registration fee, based upon the average of the high and low prices reported on August 23, 2002, as reported on the New York Stock Exchange.

INTRODUCTORY STATEMENT

This Registration Statement relates to 3,750,000 shares of Common Stock, without par value (the "Common Stock"), of Labor Ready, Inc. (the "Company") issuable pursuant to the Company's 2000 Stock Option Plan (the "Plan"), which have been previously registered pursuant to a Registration Statement on Form S-8 filed with the Securities and Exchange Commission (the "Commission") on January 8, 2002, file number 333-76420. This Registration Statement is being filed to register an additional 1,000,000 shares of Common Stock that may be issued pursuant to the Plan as a result of an amendment of the Plan.

PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

In accordance with General Instruction E to Form S-8, the contents of the Registration Statement on Form S-8 previously filed by the Company with the Commission on January 8, 2002, file number 333-76420, are incorporated herein by reference and made a part hereof. This Registration Statement registers additional shares of Common Stock to be issued pursuant to the Plan, and the following subsequent periodic reports and information contained therein are hereby incorporated by reference into this Registration

Statement:

- (a) the Company's Annual Report on Form 10-K for the year ended December 31, 2001;
- (b) the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2002, and the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended June 28, 2002 (provided that the information in Exhibits 99.1 and 99.2 to our Quarterly Report on Form 10-Q for the fiscal quarter ended June 28, 2002 is not incorporated in, and not deemed part of, this prospectus); and
- (c) the Company's Current Report on Form 8-K dated April 18, 2002, the Company's Current Report on Form 8-K dated May 3, 2002, the Company's Current Report on Form 8-K dated June 6, 2002, and the Company's Current Report on Form 8-K dated June 14, 2002.

All documents subsequently filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated in this Registration Statement by reference and to be a part hereof from the date of filing of such documents.

Any statement contained in this Registration Statement, in any amendment to this Registration Statement or in a document incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any subsequently filed supplement to this Registration Statement, or in any document that also is incorporated by reference in this Registration Statement, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as modified or superseded, to constitute a part of this Registration Statement.

NOTICE REGARDING CHANGE IN ACCOUNTANTS

On May 3, 2002, we dismissed Arthur Andersen LLP ("Andersen") as our independent auditors and appointed PricewaterhouseCoopers LLP to serve as our new independent auditors. This decision was approved by our board of directors. The report of Andersen on the consolidated financial statements of Labor Ready, Inc. incorporated by reference in this Registration Statement contained no

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adverse opinion or disclaimer of opinion and was not qualified or modified as to uncertainty, audit scope or accounting principle.

The report of Andersen incorporated by reference in this Registration Statement was previously issued by Andersen on February 4, 2002. We have not been able to obtain, after reasonable efforts, a re-issued report from Andersen. Andersen has not consented to the inclusion of its report in this Registration Statement, and we have dispensed with the requirement to file their consent in reliance upon Rule 437a of the Securities Act. Because Andersen has not consented to the inclusion of its report in this Registration Statement, you will not be able to recover against Andersen under Section 11 of the Securities Act for any untrue statements of a material fact contained in the financial statements audited by Andersen or any omissions to state a material fact required to be stated therein.

In connection with Andersen's audits of our consolidated financial statements as of December 31, 2001 and 2000 and for the years ended December 31, 2001, 2000 and 1999 contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2001 incorporated by reference in this prospectus, there were no disagreements with Andersen and us on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements if not resolved to the satisfaction of Andersen would have caused them to make reference thereto in their reports on the financial statements for such years.

Item 8. Exhibits.

The Exhibits to this Registration Statement are listed in the Index to Exhibits on page II-3.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended (the "Securities Act"), the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tacoma, State of Washington, on this 29th day of August 2002.

LABOR READY, INC.

/s/ JOSEPH P. SAMBATARO, JR.

Joseph P. Sambataro, Jr.
Chief Executive Officer

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Pursuant to the requirements of the Securities Act, this Registration Statement on Form S-8 has been signed on August 29, 2002 by the following persons in the capacities indicated.

SIGNATURE

TITLE

<u>/s/ JOSEPH P. SAMBATARO, JR.</u>	Chief Executive Officer, President and Director
Joseph P. Sambataro, Jr.	
<u>/s/ STEVEN C. COOPER</u>	Chief Financial Officer and Executive Vice President
Steven C. Cooper	
<u>/s/ MARK R. BEATTY</u>	
Mark R. Beatty	Director
<u>/s/ THOMAS E. MCCHESENEY</u>	
Thomas E. McChesney	Director
<u>/s/ GATES MCKIBBIN</u>	
Gates McKibbin	Director
<u>/s/ CARL W. SHAFER</u>	
Carl W. Schafer	Director
<u>/s/ WILLIAM STEELE</u>	
William Steele	Director
<u>/s/ ROBERT J. SULLIVAN</u>	
Robert J. Sullivan	Director

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INDEX TO EXHIBITS

Exhibit Number	Description
4.1	Labor Ready, Inc. 2000 Stock Option Plan, as amended January 14, 2002
5.1	Opinion of Preston Gates & Ellis LLP
23.1	Consent of Andersen LLP (omitted pursuant to Rule 437a under the Securities Act)
23.2	Consent of Preston Gates & Ellis LLP (included in Exhibit 5.1)

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**LABOR READY, INC.
2000 STOCK OPTION PLAN
(LAST AMENDED JANUARY 14, 2002)**

**SECTION 1.
PURPOSE**

The purpose of the 2000 Stock Option Plan (the "Plan") is to enhance the long-term shareholder value of Labor Ready, Inc., a Washington corporation (the "Company"), by further aligning the interests of its employees, officers and directors with those of its shareholders by offering opportunities to all full-time employees of the Company and its Subsidiaries (as defined in Section 2), and to the Company's officers and directors, to own shares in the Company and thereby participate in the Company's growth and success, and to encourage them to remain in the service of the Company and its Subsidiaries.

**SECTION 2.
DEFINITIONS**

For purposes of the Plan, the following terms shall be defined as set forth below:

2.1. "Board" means the Board of Directors of the Company.

2.2. "Cause" means dishonesty, fraud, misconduct, unauthorized use or disclosure of confidential information or trade secrets, or conviction or confession of a crime punishable by law (except minor violations), in each case as determined by the Plan Administrator, whose determination shall be conclusive and binding.

2.3. "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.4. "Common Stock" means the common stock of the Company.

2.5. "Corporate Transaction" means any of the following events:

2.5.1. Consummation of any merger or consolidation of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of Common Stock are converted into cash, securities, or other property, if following such merger or consolidation the holders of the Company's outstanding voting securities immediately prior to such merger or consolidation own less than 50% of the outstanding voting securities of the surviving corporation;

2.5.2. Consummation of any sale, lease, exchange, or other transfer, in one transaction or a series of related transactions, of all or substantially all of the Company's assets, other than a transfer of the Company's assets to a majority-owned subsidiary corporation of the Company; or

2.5.3. Approval by the holders of the Common Stock of any plan or proposal for the liquidation or dissolution of the Company.

Ownership of voting securities shall take into account and shall include ownership as determined by applying Rule 13d-3(d)(1)(i) (as in effect on the date of adoption of the Plan) under the Exchange Act.

2.6 "Director" means an individual duly elected or appointed to the Company's board of directors.

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2.7 "Disability" means "permanent and total disability" as that term is defined for purposes of Section 22(e)(3) of the Code.

2.8 "Early Retirement" means early retirement as that term is defined by the Plan Administrator from time to time for purposes of the Plan.

2.9 "Employee" means a person continuously employed for not less than one month by the Company or by any current or future Subsidiary of the Company on a regular basis.

2.10 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2.11 "Fair Market Value" shall be as established in good faith by the Plan Administrator or (a) if the Common Stock is listed on the Nasdaq National Market, the closing sale price for the Common Stock as reported by the Nasdaq National Market for the date upon which the "Fair Market Value" is to be determined, or (b) if the Common Stock is listed on the New York Stock Exchange or the American Stock Exchange, the closing sale price for the Common Stock as such price is officially quoted in the composite tape of transactions on such exchange for the date upon which the "Fair Market Value" is to be determined. If there is no such reported price for the Common Stock for any date in question, then the reported price available on the last trading day immediately preceding such date shall be used to determine the Fair Market Value.

2.12 "Grant Date" means the date on which the Plan Administrator adopted the granting resolution or a later date designated in a resolution of the Plan Administrator as the date an Option is to be granted.

2.13 "Officer" means the Chief Executive Officer, President, Vice-President, Chief Financial Officer and such other executive management persons designated by the Board of Directors from time to time, all in conformity with NYSE rule 312.03.

2.14 "Option" means a nonqualified stock option granted under this Plan, which grants the recipient the right to purchase Common Stock.

2.15 "Optionee" means (i) the person to whom an Option is granted; (ii) for an Optionee who has died, the personal representative of the Optionee's estate, the person(s) to whom the Optionee's rights under the Option have passed by will or by the applicable laws of descent and distribution, or the beneficiary designated in accordance with

Section 9; or (iii) person(s) to whom an Option has been transferred in accordance with Section 9.

2.16 "Plan Administrator" means the Board or any committee of the Board designated to administer the Plan under Section 3.1.

2.17 "Retirement" means retirement as of the individual's normal retirement date as that term is defined by the Plan Administrator from time to time for purposes of the Plan.

2.18 "Securities Act" means the Securities Act of 1933, as amended.

2.19 "Subsidiary", except as provided in Section 8.3 in connection with Incentive Stock Options, means any entity that is directly or indirectly controlled by the Company or in which the Company has a significant ownership interest, as determined by the Plan Administrator, and any entity that may become a direct or indirect parent of the Company.

2.20 "Successor Corporation" has the meaning set forth under Section 10.2.

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SECTION 3. ADMINISTRATION

3.1. *Plan Administrator.* The Plan shall be administered by the Board or a committee or committees (which term includes subcommittees) appointed by, and consisting of one or more members of, the Board. The Board may delegate the responsibility for administering the Plan with respect to designated classes of eligible persons to different committees consisting of two or more members of the Board, subject to such limitations as the Board deems appropriate. Committee members shall serve for such term as the Board may determine, subject to removal by the Board at any time.

3.2. *Administration and Interpretation by the Plan Administrator.* Except for the terms and conditions explicitly set forth in the Plan, the Plan Administrator shall have exclusive authority, in its discretion, to determine all matters relating to Options under the Plan, including the selection of Employees to be granted Options, the number of shares of Common Stock subject to an Option, all terms, conditions, restrictions and limitations, if any, of an Option and the terms of any instrument that evidences the Option. The Plan Administrator shall also have exclusive authority to interpret the Plan and may from time to time adopt, and change, rules and regulations of general application for the Plan's administration. The Plan Administrator's interpretation of the Plan and its rules and regulations, and all actions taken and determinations made by the Plan Administrator pursuant to the Plan, shall be conclusive and binding on all parties involved or affected. The Plan Administrator may delegate administrative duties to such of the Company's officers as it so determines.

SECTION 4. STOCK SUBJECT TO THE PLAN

4.1. *Authorized Number of Shares.* Subject to adjustment from time to time as provided in Section 9., a maximum of 4,750,000 shares of Common Stock (subject to appropriate adjustment in the case of stock splits, stock dividends and the like) shall be available for issuance under the Plan. Shares issued under the Plan shall be drawn from authorized and unissued shares or shares now held or subsequently acquired by the Company.

4.2. *Reuse of Shares.* Any shares of Common Stock that have been made subject to an Option but that cease to be subject to the Option (other than by reason of exercise of the Option to the extent it is exercised for shares) shall again be available for issuance in connection with future grants of Options under the Plan.

SECTION 5. ELIGIBILITY

Options may be granted under the Plan to Employees, Officers and Directors as the Plan Administrator from time to time selects. The foregoing notwithstanding, at least a majority of all options granted under the Plan during any three-year period must be granted to Employees who are not Officers or Directors.

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SECTION 6. ACQUISITIONS

6.1. *Acquired Company Option Awards.* Notwithstanding anything in the Plan to the contrary, the Plan Administrator may grant Options under the Plan in substitution for awards issued under other plans, or assume under the Plan awards issued under other plans, if the other plans are or were plans of other acquired entities ("Acquired Entities") (or the parent of the Acquired Entity) and the new Option is substituted, or the old award is assumed, by reason of a merger, consolidation, acquisition of property or of stock, reorganization or liquidation (the "Acquisition Transaction"). In the event that a written agreement pursuant to which the Acquisition Transaction is completed is approved by the Board and said agreement sets forth the terms and conditions of the substitution for or assumption of outstanding awards of the Acquired Entity, said terms and conditions shall be deemed to be the action of the Plan Administrator without any further action by the Plan Administrator, and the persons holding such awards shall be deemed to be Optionees.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS

7.1 *Form and Grant of Options.* The Plan Administrator shall have the authority, in its sole discretion, to determine the amount of Options to be made under the Plan. Options may be granted singly or in combination.

7.2 *Option Exercise Price.* The exercise price for shares purchased under an Option shall be as determined by the Plan Administrator, but shall not be less than 100% of the Fair Market Value of the Common Stock on the Grant Date.

7.3 *Term of Options.* The term of each Option shall be as established by the Plan Administrator or, if not so established, shall be 5 years from the Grant Date.

7.4 *Exercise of Options.* The Plan Administrator shall establish and set forth in each instrument that evidences an Option the time at which or the installments in which

The Option shall become exercisable, which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option will become exercisable according to the following schedule, which may be waived or modified by the Plan Administrator at any time:

Period of Holder's Continuous Employment or Service With the Company or Its Subsidiaries From the Option Grant Date	Percent of Total Option That Is Exercisable
After 1 year	25%
Each 1 year period of continuous service completed thereafter	An additional 25%
After 4 years	100%

To the extent that the right to purchase shares has accrued thereunder, an Option may be exercised from time to time by written notice to the Company, in accordance with procedures established by the Plan Administrator, setting forth the number of shares with respect to which the Option is being exercised and accompanied by payment in full as described in Section 7.5.

7.5 Payment of Exercise Price. The exercise price for shares purchased under an Option shall be paid in full to the Company by delivery of consideration equal to the product of the Option exercise price and the number of shares purchased. Such consideration must be paid in cash or by check or, unless the Plan Administrator in its sole discretion determines otherwise, either at the time the Option is granted or at any time before it is exercised, a combination of cash and/or check and if and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, delivery of a properly executed exercise notice, together with irrevocable instructions, to (i) a brokerage firm

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designated by the Company to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the Option exercise price and any withholding tax obligations that may arise in connection with the exercise and (ii) the Company to deliver the certificates for such purchased shares directly to such brokerage firm, all in accordance with the regulations of the Federal Reserve Board. In addition, the exercise price for shares purchased under an Option may be paid, either singly or in combination with one or more of the alternative forms of payment authorized by this Section 7.5, by: (y) a promissory note delivered pursuant to Section 12 or (z) such other consideration as the Plan Administrator may permit.

7.6 Post-Termination Exercises. The Plan Administrator shall establish and set forth in each instrument that evidences an Option whether the Option will continue to be exercisable, and the terms and conditions of such exercise, if an Optionee ceases to be employed by, or to provide services to, the Company or its Subsidiaries, which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option will be exercisable according to the following terms and conditions, which may be waived or modified by the Plan Administrator at any time.

Any portion of an Option which is not vested as of the date of termination of the Optionee's employment or services shall expire concurrently with such termination. Any portion of an Option which is vested as of the date of termination of the Optionee's employment or services shall expire ninety (90) days after the date of such termination, unless sooner exercised. A transfer of employment or services between or among the Company and its Subsidiaries shall not be considered a termination of employment or services. The effect of a Company-approved leave of absence on the terms and conditions of an Option shall be determined by the Plan Administrator, in its sole discretion.

SECTION 8. ASSIGNABILITY

No Option granted under the Plan may be assigned, pledged, or transferred by the Optionee other than by will or by the applicable laws of descent and distribution, and, during the Optionee's lifetime, such Option may be exercised only by the Optionee or a permitted assignee or transferee of the Optionee (as provided below).

SECTION 9. ADJUSTMENTS

9.1 Adjustment of Shares. In the event that, at any time or from time to time, a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to shareholders other than a normal cash dividend, or other change in the Company's corporate or capital structure results in (a) the outstanding shares, or any securities exchanged therefor or received in their place, being exchanged for a different number or class of securities of the Company or of any other corporation or (b) new, different or additional securities of the Company or of any other corporation being received by the holders of shares of Common Stock of the Company, then the Plan Administrator shall make proportional adjustments in (i) the maximum number and kind of securities subject to the Plan as set forth in Section 4.1 and (ii) the number and kind of securities that are subject to any outstanding Option and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Plan Administrator as to the terms of any of the foregoing adjustments shall be conclusive and binding.

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9.2 Adjustment of Options. The Plan Administrator shall have the discretion, exercisable at any time before a sale, merger, consolidation, reorganization, liquidation, or change in control of the Company, as defined by the Plan Administrator, to take such further action as it determines to be necessary or advisable, and fair and equitable to Optionees, with respect to Options. Such authorized action may include (but shall not be limited to) establishing, amending or waiving the type, terms, conditions or duration of, or restrictions on, Options so as to provide for earlier, later, extended or additional time for exercise and other modifications, and the Plan Administrator may take such actions with respect to all Optionees, to certain categories of Optionees or only to individual Optionees. The Plan Administrator may take such action before or after granting Options to which the action relates and before or after any public announcement with respect to such sale, merger, consolidation, reorganization, liquidation, or change in control that is the reason for such action.

9.3 Limitations. The grant of Options will in no way affect the Company's right to adjust, reclassify, reorganize, or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

SECTION 10. WITHHOLDING

The Company may require the Optionee to pay to the Company the amount of any withholding taxes that the Company is required to withhold with respect to the grant or exercise of any Option. Subject to the Plan and applicable law, the Plan Administrator may, in its sole discretion, permit the Optionee to satisfy withholding obligations, in whole or in part, by paying cash, by electing to have the Company withhold shares of Common Stock or by transferring shares of Common Stock to the Company, in such

amounts as are equivalent to the Fair Market Value of the withholding obligation. The Company shall have the right to withhold from any shares of Common Stock issuable pursuant to an Option or from any cash amounts otherwise due or to become due from the Company to the Optionee an amount equal to such taxes. The Company may also deduct from any Option any other amounts due from the Optionee to the Company or a Subsidiary.

SECTION 11. AMENDMENT AND TERMINATION OF PLAN

11.1 *Amendment of Plan.* The Plan may be amended only by the Board or by the Plan Administrator, in such respects as deemed advisable.

11.2 *Termination of Plan.* The Board may suspend or terminate the Plan at any time. The Plan will have no fixed expiration date.

11.3 *Consent of Optionee.* The amendment or termination of the Plan shall not, without the consent of the Optionee, impair or diminish any rights or obligations under any Option theretofore granted under the Plan.

SECTION 12. GENERAL

12.1 *Option Agreements.* Options granted under the Plan shall be evidenced by a written grant in such form as approved by the Plan Administrator from time to time.

12.2 *Continued Employment or Services; Rights in Options.* None of the Plan, participation in the Plan, or any action of the Plan Administrator taken under the Plan shall be construed as giving any

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person any right to be retained in the employ of the Company or limit the Company's right to terminate the employment or services of any person.

12.3 *No Rights as a Shareholder.* No Option shall entitle the Optionee to any dividend, voting, or other right of a shareholder unless and until the date of issuance under the Plan of the shares that are the subject of such Option, free of all applicable restrictions.

12.4 *No Trust or Fund.* The Plan is intended to constitute an "unfunded" plan. Nothing contained herein shall require the Company to segregate any monies or other property, or shares of Common Stock, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Optionee, and no Optionee shall have any rights that are greater than those of a general unsecured creditor of the Company.

12.5 *Costs and Expenses.* Except as provided herein with respect to the payment of taxes, all costs and expenses of administering the Plan shall be borne by the Company and shall not be charged to any grant nor any employee receiving a grant.

12.6 *Golden Parachute Taxes.* In the event that any amounts paid or deemed paid to an employee under this Plan are deemed to constitute "excess parachute payments" as defined in Section 280G of the Code (taking into account any other payments made under this Plan and any other compensation paid or deemed paid to an employee), or if any employee is deemed to receive an "excess parachute payment" by reason of his or her vesting of Options pursuant to Section 10 hereof, the amount of such payments or deemed payments shall be reduced (or, alternatively the provisions of Section 10 shall not act to vest options to such employee), so that no such payments or deemed payments shall constitute excess parachute payments. The determination of whether a payment or deemed payment constitutes an excess parachute payment shall be in the sole discretion of the Plan Administrator.

12.7 *Foreign Employees.* Without amending the Plan, the Board may authorize the Plan Administrator to grant options to eligible employees who are foreign nationals on such terms and conditions different from those specified in this Plan as may in the judgment of the Board be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes the Board may make such modifications, amendments, procedures, subplans, and the like as may be necessary or advisable to comply with the provisions of the laws in other countries in which the Company operates or has employees.

12.8 *Governing Law.* This Plan shall be governed by and construed in accordance with the laws of the State of Washington.

12.9 *Severability.* If any provision of the Plan or any Option is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or any Option under any law deemed applicable by the Plan Administrator, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Plan Administrator's determination, materially altering the intent of the Plan or the Option, such provision shall be stricken as to such jurisdiction, person or Option, and the remainder of the Plan and any such Option shall remain in full force and effect.

SECTION 15. EFFECTIVE DATE

The effective date of the Plan is the date on which it is adopted by the Board.

Adopted by the Board on March 14, 2000 and amended on February 20, 2001, October 18, 2001, December 11, 2001 and January 14, 2002.

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[Exhibit 4.1](#)

[LABOR READY, INC. 2000 STOCK OPTION PLAN \(LAST AMENDED JANUARY 14, 2002\)](#)

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Exhibit 5.1

August 30, 2002

Labor Ready, Inc.
1015 A Street
Tacoma, WA 98402

Re: Registration Statement on Form S-8
Relating to Labor Ready, Inc. 2000 Stock Option Plan

Ladies and Gentlemen:

We have acted as counsel to Labor Ready, Inc. (the "Company") in connection with the filing of the above-referenced Registration Statement (the "Registration Statement") relating to the registration of shares (the "Shares") of Common Stock, no par value per share, of the Company issuable under the Company's 2000 Stock Option Plan (the "Plan"). In connection therewith, we have reviewed the Company's Articles of Incorporation, Bylaws, minutes of appropriate meetings, a copy of the Plan and such other matters as we deem appropriate.

Based on that review, it is our opinion that the Shares will be, when issued and sold pursuant to and in accordance with the terms of the Plan, validly issued, fully paid and non-assessable under the Washington Business Corporation Act.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to all references to our firm included in or made a part of the Registration Statement.

Very truly yours,

/S/ PRESTON GATES & ELLIS LLP

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[Exhibit 5.1](#)