

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 31, 2007**

LABOR READY, INC.

(Exact Name of Registrant as Specified in Its Charter)

Washington

(State or Other Jurisdiction of Incorporation)

001-14543

(Commission File Number)

91-1287341

(IRS Employer Identification No.)

1015 A Street, Tacoma, Washington
(Address of Principal Executive Offices)

98402
(Zip Code)

(253) 383-9101

(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))

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

(e) Compensatory Arrangements of Certain Officers

Effective May 31, 2007, Labor Ready, Inc. (the "Company") and two of its executive officers, Noel Wheeler and James E. Defebaugh, entered into amendments to their respective executive employment agreements (collectively, the "Amendments"). The Amendments provide that Messrs. Wheeler's and Defebaugh's respective executive employment agreements will be administered in a manner that is consistent with the administering of the employment agreements of the Company's other executive officers. Specifically, the Amendments replace references to "continued vesting" with the term "accelerated vesting" and other ministerial changes. The Amendments are attached as Exhibits 99.1 and 99.2 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) **Exhibits**

- 99.1. Second Amendment to the Executive Employment Agreement between Noel Wheeler and Labor Ready, Inc. dated May 31, 2007
- 99.2. Second Amendment to the Executive Employment Agreement between James E. Defebaugh and Labor Ready, Inc. dated May 31, 2007

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.

LABOR READY, INC.

(Registrant)

Date: June 6, 2007

By: /s/ James E. Defebaugh
James E. Defebaugh
Executive Vice President, General
Counsel and Secretary

**SECOND AMENDMENT TO THE
EXECUTIVE EMPLOYMENT AGREEMENT
Between Noel Wheeler and Labor Ready, Inc.**

WHEREAS, Noel Wheeler ("Executive") and Labor Ready, Inc. ("Labor Ready" or "Company") entered into an executive employment agreement effective as of May 27, 2005 ("Agreement"), as amended by the "First Amendment to the Executive Employment Agreement between Noel Wheeler and Labor Ready, Inc." (collectively referred to as the "Wheeler Agreement"); and

WHEREAS, Executive and Company would like to amend the Wheeler Agreement to conform to other Labor Ready Executive Employment Agreements; and

WHEREAS, in Section II.A.2.(b)(ii) of the Wheeler Agreement, the term "continued vesting" was used, but other Labor Ready Executive Agreements entered into since that time have used the term "accelerated vesting", and not the term "continued vesting", and such agreements included other ministerial changes,

NOW, THEREFORE, effective May 31, 2007, Section II.A.2.(b)(ii) of the Wheeler Agreement is amended in its entirety to read as follows:

accelerated vesting in any previously awarded stock options, restricted stock and other equity awards as if Executive had worked for the Company for twelve (12) months after Executive's termination date, provided that any options or other equity awards that are not exercised within the time periods for exercise set forth in the applicable plan, sub-plan or grant agreement, shall expire in accordance with the terms of such plan, sub-plan or grant agreement, as this accelerated vesting will not extend or otherwise delay the time period for exercising an option or other equity award.

LABOR READY, INC.

EXECUTIVE

By: _____

By: _____

Name: _____

Date Executed: _____, 2007

Title: _____

Date Executed: _____, 2007



**SECOND AMENDMENT TO THE
EXECUTIVE EMPLOYMENT AGREEMENT
Between James E. Defebaugh and Labor Ready, Inc.**

WHEREAS, James E. Defebaugh ("Executive") and Labor Ready, Inc. ("Labor Ready" or "Company") entered into an executive employment agreement effective as of September 12, 2005 ("Agreement"), as amended by the "First Amendment to the Executive Employment Agreement between James E. Defebaugh and Labor Ready, Inc." (collectively referred to as the "Defebaugh Agreement"); and

WHEREAS, Executive and Company would like to amend the Defebaugh Agreement to conform to other Labor Ready Executive Employment Agreements; and

WHEREAS, in Section II.A.2.(b)(ii) of the Defebaugh Agreement, the term "continued vesting" was used, but other Labor Ready Executive Agreements entered into since that time have used the term "accelerated vesting", and not the term "continued vesting", and such agreements included other ministerial changes,

NOW, THEREFORE, effective May 31, 2007, Section II.A.2.(b)(ii) of the Defebaugh Agreement is amended in its entirety to read as follows:

accelerated vesting in any previously awarded stock options, restricted stock and other equity awards as if Executive had worked for the Company for twelve (12) months after Executive's termination date, provided that any options or other equity awards that are not exercised within the time periods for exercise set forth in the applicable plan, sub-plan or grant agreement, shall expire in accordance with the terms of such plan, sub-plan or grant agreement, as this accelerated vesting will not extend or otherwise delay the time period for exercising an option or other equity award.

LABOR READY, INC.

EXECUTIVE

By: _____

By: _____

Name: _____

Date Executed: _____, 2007

Title: _____

Date Executed: _____, 2007

