



Dependable Temporary Labor.

**AGREEMENT REGARDING NON-COMPETITION, NON-INTERFERENCE,
NON-SOLICITATION, AND CONFIDENTIALITY**

Effective as of the date set forth below, I, the employee set forth below ("Employee"), hereby acknowledge that in consideration of Labor Ready, Inc. or the Labor Ready, Inc. subsidiary, affiliate, related business entity, successor, or assign employing Employee (collectively "Labor Ready"), employing me, compensating me, providing me with compensation and benefits described in my Employment Agreement, providing me with Labor Ready's Confidential Information, providing me with benefits, providing me with administrative and/or other support; providing me with the benefit of Labor Ready's research, know how, market strategies and business plans; and/or other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, I understand and agree that the provisions of this Non-Competition Agreement are part of and a condition of my employment with Labor Ready.

**ARTICLE I.
NON-COMPETITION, NON-INTERFERENCE, NON-SOLICITATION, AND CONFIDENTIALITY**

A. Definitions.

1. "Candidate" means, any individual who has applied for and/or accepted placement in a job by Labor Ready with a Client, and (a) about whom Employee obtained information, or (b) with whom Employee interacted on behalf of Labor Ready.

2. "Client" means, any individual, business or other entity (a) whose account Employee supervised, or (b) whose account was serviced by an employee whom the Employee supervised; or (c) to whom Employee provided services on behalf of Labor Ready, at any time within twenty-four months prior to Employee's last date of employment with Labor Ready.

3. "Confidential Information" means, information concerning Labor Ready's business, which is not generally known to the public, including, without limitation, Labor Ready's trade secrets, and information concerning its business, operations, processes, products, inventions, business practices, databases and information contained therein, its wage rates, margins, mark-ups, finances, banking, books, records, contracts, agreements, research, know how, market strategies, business plans, principals, vendors, suppliers, customers, potential customers, employees, applicants, Candidates, skill sets of applicants, skill sets of Candidates, marketing methods, costs, prices, price structures, methods for calculating and/or determining prices, contractual relationships, business relationships, compensation paid to employees and/or other terms of employment, employee evaluations, and/or employee skill sets. Confidential Information shall not include any portion of the foregoing which (a) is or becomes generally available to the public in any manner or form through no fault of Employee, or (b) is approved for Employee's disclosure or use through the express written consent of the President of the Labor Ready subsidiary or affiliate employing Employee.

4. "Business Area" means any area within 25 miles of (a) any office at which Employee was employed by Labor Ready; (b) any office at which Employee provided services to Labor Ready or from which Employee obtained Confidential Information; and/or (c) any office over which Employee had supervisory responsibility.

5. "Conflicting Organization" means, any person, entity or organization engaged (or about to become engaged) in a business similar to, or that competes with, the business of Labor Ready, including without limitation any person or organization that provides any product, process or service that is similar to or competes with any product, process or service provided by Labor Ready. The term "Conflicting Organization" specifically includes without limitation any person, entity or organization that provides temporary and/or permanent staffing services in connection with manual and/or skilled laborers, including without limitation, laborers for jobs in construction, manufacturing, hospitality services, landscaping, warehousing, agriculture, waste and recycling, transportation, event logistics, and retail.

B. Confidentiality, Non-Disclosure and Non-Use Obligations.

Employee agrees that all records and Confidential Information obtained by Employee as a result of Employee's employment with Labor Ready, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained therein, are confidential and the sole and exclusive property of Labor Ready. Employee understands and agrees that the business of Labor Ready and the nature of Employee's employment will require Employee to have access to Confidential Information of and about Labor Ready, its business, its Candidates, and its Clients. During Employee's employment and thereafter, Employee will not use Confidential Information or remove any such records from the offices of Labor Ready except for the sole purpose of conducting business on behalf of Labor Ready. Employee further agrees that during Employee's employment and thereafter, Employee will not divulge or disclose this Confidential

Information to any third party and under no circumstances will Employee reveal or permit this information to become known by any competitor of Labor Ready.

C. Duty of Loyalty.

Employee agrees that at all times during Employee's employment with Labor Ready, Employee owes Labor Ready a duty of loyalty and a duty to act in good faith. Employee agrees that during Employee's employment, Employee will not individually, or in combination with any other employee, individual, or competitor of Labor Ready, violate or breach the terms of this Agreement.

D. Return of Information, Records and Materials.

Employee agrees that upon the termination of Employee's employment with Labor Ready or at the request of Labor Ready at any time, Employee will immediately deliver to Labor Ready all Labor Ready property, including without limitation all information, records, materials, and copies thereof in any form whatsoever, that are related in any way to Labor Ready or its business, or which are otherwise referred to in Sections I.A.3 and I.B above.

E. Non-Competition Covenant.

1. Employee agrees that during Employee's employment with Labor Ready and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, in any Business Area, engage in, work for, provide services to, own, manage, operate, control or otherwise engage or participate in, or be connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Conflicting Organization. The restrictions in this Section I.E.1 include without limitation the solicitation on behalf of a Conflicting Organization of any Client located in any Business Area (e.g., Employee may not on behalf of a Conflicting Organization solicit a Client located within a Business Area by telephoning the Client from a site located outside the Business Area).

2. Employee agrees that during Employee's employment with Labor Ready and for a period of twelve (12) months following the termination of Employee's termination for any reason, Employee shall not, directly or indirectly, in any Business Area, engage in, work for, provide services to, own, manage, operate, control or otherwise engage or participate in, or be connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Client.

3. Notwithstanding the foregoing provisions of Section I.E and the restrictions set forth therein, Employee may own securities in any publicly held corporation that is covered by the restrictions set forth in Section I.E, but only to the extent that Employee does not own, of record or beneficially, more than 5% of the outstanding beneficial ownership of such corporation.

F. Non-Solicitation/Non-Interference with Employees/Candidates.

1. Employee acknowledges that Labor Ready has a legitimate protectable interest in maintaining a stable and undisrupted workforce. Employee agrees that during Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee will not, directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, employ, solicit for employment, or otherwise seek to employ or retain any Labor Ready employee with whom Employee worked or about whom Employee obtained information during Employee's employment with Labor Ready (a "Colleague"), or in any way assist or facilitate any such employment, solicitation, or retention effort.

2. Employee agrees that during Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Colleague to discontinue, in whole or in part, his/her employment relationship with Labor Ready.

3. Employee agrees that during Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee will not directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, initiate contact with any Candidate for the purpose of employing, soliciting for employment, or otherwise seeking to employ or retain any Candidate.

G. Non-Solicitation/Non-Interference with Clients.

1. During Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, solicit any Client for the purpose of providing temporary and/or permanent staffing services on behalf of a Conflicting Organization. Employee's agreement "not to solicit" as set forth in this Section I.G.1 means that Employee will not, either directly or indirectly, for any reason,

initiate any contact or communication with any Client for the purpose of soliciting, inviting, encouraging, recommending or requesting any Client to do business with Employee and/or a Conflicting Organization in connection with the provision of temporary and/or permanent staffing services.

2. During Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Client to discontinue, in whole or in part, its patronage or business relationship with Labor Ready.

3. During Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, accept any business from, or do any business with, any Client in connection with the provision of temporary and/or permanent staffing services.

4. If, after the termination of Employee's employment with Labor Ready, Employee accepts employment with a Conflicting Organization, and the Conflicting Organization has an existing relationship with a Client, Employee acknowledges that Employee must nonetheless abide by the covenants contained in this Agreement in order to ensure that Labor Ready's Confidential Information, goodwill and relationships are not exploited by Employee on behalf of a Conflicting Organization. Nothing herein is intended to preclude the Conflicting Organization from doing business with the Client, provided that Employee has complied with the covenants set forth in this Agreement.

H. Representations and Acknowledgments of Employee.

Employee represents that:

1. Employee is familiar with the covenants not to compete and not to interfere with Clients, Candidates and employees set forth in Article I of this Agreement;

2. Labor Ready has a legitimate business interest in enforcement of the restrictions contained in Article I, including without limitation, Labor Ready's need to protect the goodwill of Labor Ready, its investment in training of the Employee, the client relationships of Labor Ready, the stability of Labor Ready's workforce, and the confidentiality of Labor Ready's business information and other legitimate interests;

3. Employee is fully aware of Employee's obligations under this Agreement, including, without limitation, the length of time, scope and geographic coverage of these covenants and has had an opportunity to consult an attorney;

4. Employee's execution of this agreement, and Employee's employment by Labor Ready, does not violate any agreement that Employee has entered into with a third party, and acknowledges that any inaccuracy in this representation and warranty will constitute grounds for Employee's immediate termination by Labor Ready which will, upon any such termination, have no further obligation to Employee. Employee agrees to indemnify and hold Labor Ready harmless from any and all suits and claims arising out of any breach of any terms and conditions contained in any such agreements entered into by Employee; and

5. Employee understands that the identity of Labor Ready's Clients sometimes may be ascertainable by observation or through publicly available resources. Nonetheless, Employee acknowledges that as a result of Employee's employment with Labor Ready, Employee will be acting as a representative of Labor Ready and will be utilizing Labor Ready's assets, resources and will be benefiting from Labor Ready's goodwill, name recognition, reputation, and experience in regard to these Clients, and Employee will gain Confidential Information about these Clients, and consequently, the covenants set forth above are reasonable and necessary to protect Labor Ready's legitimate business interests.

I. Injunctive Relief; Further Remedies,

In the event that Employee breaches or threatens to breach, or Labor Ready reasonably believes that Employee is about to breach, any of the covenants of Sections B, C, D, E, F, or G, Employee agrees that Labor Ready will be entitled to injunctive relief as well as an equitable accounting of all earnings, profits and other benefits arising from violation of this Agreement, which rights shall be cumulative and in addition to any other rights or remedies to which Labor Ready may be entitled in law or equity. Employee agrees that Labor Ready will suffer immediate and irreparable harm and that money damages will not be adequate to compensate Labor Ready or to protect and preserve the status quo. Therefore, Employee HEREBY CONSENTS TO THE ISSUANCE OF A TEMPORARY RESTRAINING ORDER, WITH OR WITHOUT NOTICE, AND A PRELIMINARY OR PERMANENT INJUNCTION ordering:

1. that, Employee immediately return to Labor Ready all Confidential Information as defined in this Agreement, and any other Labor Ready property described in Section I.B above, in any form whether original, copied, computerized, handwritten, or recreated, and that Employee be permanently enjoined and restrained from using or disclosing all said Confidential Information and records; and

2. that, during Employee's employment with Labor Ready and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee be enjoined from engaging in, working for, providing services to, owning, managing, operating, controlling or otherwise engaging or participating in, or being connected as an owner, partner, principal, creditor, salesman, guarantor, advisor, member of the board of directors of, employee of, independent contractor of, or consultant to, any Conflicting Organization and/or any Client within any Business Area.

3. that, during Employee's employment with Labor Ready and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee be enjoined from employing, soliciting for employment, or otherwise seeking to employ, retain, divert or take away any Colleague, or in any other way assisting or facilitating any such employment, solicitation or retention effort; and further that Employee be enjoined from engaging in any conduct intended or reasonably calculated to induce or urge any Colleague to discontinue, in whole or in part, his/her employment relationship with Labor Ready;

4. that, during Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee be enjoined from directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, initiating contact with any Candidate for the purpose of employing, soliciting for employment, or otherwise seeking to employ or retain any Candidate;

5. that, during Employee's employment with Labor Ready and for a period of twelve (12) months following the termination of Employee's employment for any reason, Employee be enjoined from soliciting any Client for the purpose of providing temporary and/or permanent staffing services, including without limitation that Employee be enjoined from initiating any contact or communication with any Client for the purpose of soliciting, inviting, encouraging, recommending or requesting any Client to do business with a Conflicting Organization in connection with the provision of temporary and/or permanent staffing services; and further, that Employee be enjoined from accepting or doing business with any Client in connection with the provision of temporary and/or permanent staffing services; and further that Employee be enjoined from engaging in any conduct intended or reasonably calculated to induce or urge any Client to discontinue, in whole or in part, its patronage or business relationship with Labor Ready.

Employee hereby agrees that the duration of any injunction shall be increased in an amount equal to any period of time during which Employee failed to comply with the covenants contained in this Agreement.

J. Notice of Agreement to Subsequent Employers, Business Partners, and/or Investors.

Employee agrees that Employee will tell any prospective new employer, business partners, and/or investors, prior to accepting employment or engaging in a business venture that this Agreement exists, and further, Employee agrees to provide a true and correct copy of this Agreement to any prospective employer, business partner and/or investor prior to accepting employment or engaging in any business venture. Employee further authorizes Labor Ready to provide a copy of this Agreement to any new employer, business partner and/or investor.

K. Severability.

If any section, provision, paragraph, phrase, word, and/or line (collectively "Provision") of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable Provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any Provision of this Agreement shall not affect the validity or enforceability of the remaining Provisions, which shall be enforced as if the offending Provision had not been included in this Agreement.

**ARTICLE II.
MISCELLANEOUS PROVISIONS**

A. Choice of Law.

This Agreement will be governed by, construed, interpreted, and its validity determined, under the law of the State in which Employee last worked for Labor Ready.

B. Jurisdiction and Venue.

Employee hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court or State Court which has original jurisdiction for the judicial district or county in which the office at which Employee was last employed by Labor Ready is located, and any appellate court from these courts, in any action or

proceeding arising out of or relating to this Agreement. Employee further agrees that venue for any action to enforce any provision of this Agreement shall lie exclusively in the United States District Court or State Court which has original jurisdiction for the judicial district or county in which the office at which Employee was last employed by Labor Ready is located, regardless of where Employee resides. Employee expressly waives any objections which Employee may have to venue of any suit, action or proceeding arising out of or related to this Agreement in the courts listed above, including but not limited to any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Employee agrees that even if Employee relocates to another jurisdiction or venue, Employee will not commence litigation arising out of this Agreement in any jurisdiction or venue other than the jurisdiction and venue specified in this section II.B.

C. Binding Effect and Assignability.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, affiliated entities, and any party-in-interest. Employee agrees and understands that, should Labor Ready be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were Labor Ready itself enforcing the Agreement. Notwithstanding the foregoing, Employee may not assign this Agreement.

D. No Waiver of Rights.

A waiver by Labor Ready of the breach of any of the provisions of this Agreement by Employee shall not be deemed a waiver by Labor Ready of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein. No waiver shall be effective unless made in writing and signed by the President of the Labor Ready subsidiary or affiliate employing Employee.

E. Employment at Will.

Nothing by way of this Agreement is intended to, nor shall it, affect the at-will nature of Employee's employment with Labor Ready. Employee's employment with Labor Ready shall terminate at the will of either Employee or Labor Ready, with or without cause and with or without notice at any time. This at-will relationship cannot be changed or altered in any way unless expressly modified in writing by the President of the Labor Ready subsidiary or affiliate employing Employee.

F. Attorneys' Fees.

Employee agrees that if Labor Ready prevails in any suit or proceeding to enforce its rights under this Agreement, Employee will indemnify Labor Ready for all expenses of every nature and character incurred by Labor Ready including, without limitation, all reasonable attorneys' fees, costs and disbursements.

G. Headings for Convenience Only.

The headings contained in this Agreement are for the convenience of the Parties and for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT EMPLOYEE HAS BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THE TERMS OF THIS AGREEMENT, AND THAT EMPLOYEE AGREES TO THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Agreement as of the date first written below.

LABOR READY
Signature: _____
Printed Name: _____
Date: _____
Employee Services
10/3/07
Marie Stewart

EMPLOYEE
Signature: Susan E. Harris
Printed Name: Susan E. Harris
Date: 10/3/07