

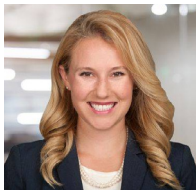
# California Court Holds that Prospectively Signed Meal Period Waivers Are Enforceable: 4 Steps You Can Take to Maximize Your Defenses

A Practical Guidance® Article by

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The California Court of Appeal just handed employers a wage and hour win by ruling that meal period waivers prospectively signed by non-exempt employees are enforceable if certain criteria are met. The April 21 decision in *Bradsbery v. Vicar Operating, Inc.* provides employers with a solid game plan to approach meal period waivers at their workplaces. Below is a quick review of the case and four steps you should consider to take advantage of this positive decision and get the most out of your meal period waivers.

## How We Got Here and Why It Matters

In *Bradsbery v. Vicar Operating*, two former employees—La Kimba Bradsbery and Cheri Brakensiek—who worked for a network of veterinary hospitals, Vicar Operating, Inc., alleged Vicar violated California wage and hour law. They launched a class action lawsuit against their former employer arguing that the company improperly handled their meal periods.

- They alleged Vicar required them and others to work five-to-six-hour shifts without providing a duty-free 30-minute meal period—and therefore should have paid them “premiums” for missed meal periods.
- A “premium” under California law is a sort of penalty calculated as one hour of pay at the employee’s regular rate of pay.
- In the class action context, the potential exposure arising out of these meal period claims can be significant.

## The Arguments in a Nutshell

In its defense, Vicar argued that Bradsbery, Brakensiek, and all other similar employees waived their right to these meal periods. It pointed to signed written agreements that prospectively waived all waivable meal periods throughout their employment. The waivers read:

*I hereby voluntarily waive my right to a meal break when my shift is 6 hours or less. I understand that I am entitled to take an unpaid 30-minute meal break within my first five hours of work; however, I am voluntarily waiving that meal break. I understand that I can revoke this waiver at any time by giving written revocation to my manager.*

Bradsbery and Brakensiek argued that these waivers were not enforceable, particularly since they were one-time waivers that the employer wanted to apply throughout their employment. They argued that waivers must be obtained on a per-shift basis and only after they or other employees were scheduled to work a particular shift for them to be valid. Up until this decision, it was unclear whether one-time waivers are enforceable or not, or whether waivers must be obtained from employees on a more frequent basis.

## Court Upholds Meal Period Waivers

The trial court sided with the employer on the issue, but Bradsbery and Brakensiek appealed. Fortunately, the Court of Appeal agreed with the trial court's ruling on April 21 and held that revocable, prospective meal period waivers signed by employees are enforceable in the absence of any evidence the waivers are unconscionable or unduly coercive.

## 4 Proactive Measures Employers Can Take to Maximize the Enforceability of Meal Period Waivers

The Court of Appeal's ruling in *Bradsbery* is significant because it reinforces that employers might be able to substantially reduce their potential liability if they implement compliant meal period waivers. If you have not put meal period waivers for non-exempt employees into place in California, consult your FP counsel about implementing them so you can maximize your ability to enforce them. In light of this decision, consider taking the following four steps:

1. **Implement a written standalone waiver.** The court did not address whether an oral waiver is enforceable, or if a waiver contained within an employee handbook would be enforceable. Given this ruling, it's good practice not to take chances. We now know that a prospective written waiver signed at the outset of employment can be enforced, so you should follow this guidance. However, remember that meal period requirements and waivers may vary by industry according to the applicable wage orders. Make sure your meal period waivers are audited by counsel to evaluate compliance with the Labor Code and applicable wage orders.
2. **Consider having a waiver(s) for both the first and second meal periods.** The court in *Bradsbery* only addressed meal period waivers pertaining to a first meal period, but the logic in this decision arguably also applies to second meal period waivers. Some employers

may actually benefit more from the latter. Most wage orders provide that an employee can waive a second meal period if the employee works more than 10 hours but less than 12 hours total, and they took a compliant first meal period earlier in the shift.

3. **Properly inform employees when presenting a meal period waiver.** Meal period waivers might not be enforceable if the employee unknowingly entered into the agreement, the employee was coerced into signing the waiver, or the employee cannot freely revoke the waiver at any time. You should communicate meal period waivers to employees in a simple and clear manner, with language explaining what the employee must do if they want to revoke it (for example, provide written notice of the revocation to HR). Further, you should not pressure, coerce, or force employees into signing waivers. Mutual consent between you and the employee is required for a valid waiver.
4. **Don't retaliate.** Employees have the right to revoke a written meal period waiver (or to decline to sign a waiver) without retaliation from their employer. If one of your employees chooses to revoke their waiver, make sure your managers know not to treat them differently, even if the revocation creates an additional administrative or managerial headache for your organization.

## Conclusion

Fisher Phillips can assist in addressing these and other wage and hour issues. If you have any questions regarding this recent ruling or other employment-related issues your company may need to address, contact your Fisher Phillips attorney, the authors of this Insight, or any attorney in [our California offices](#). Make sure you are subscribed to [Fisher Phillips' Insight System](#) to get the most up-to-date information.

## Related Content

### Case Law

- *Bradsbery v. Vicar Operating, Inc.*, 2025 Cal. App. LEXIS 256 (Ct. App. Apr. 21, 2025)

### Practice Notes

- [Wage and Hour \(CA\)](#)
- [Meal Period and Rest Break State Law Survey](#)

### Templates

- [Meal Break Waiver Form \(CA\)](#)
- [Meal and Rest Break Policy \(CA\)](#)
- [On-Duty Meal Period Agreement \(CA\)](#)

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### **Aaron Cargain, Partner, Fisher & Phillips LLP**

Aaron Cargain is a partner in Fisher Phillips' San Francisco office. He defends employers against matters alleging wrongful termination, discrimination-based claims, retaliation, and wage-and-hour violations. He handles all aspects of litigation involving single-plaintiff, class, and Labor Code Private Attorney's General Act representative actions. He represents employers in federal and state courts and before administrative agencies including the California Department of Fair Employment and Housing and the Division of Labor Standards Enforcement.

Aaron advises employers on issues of local, state, and federal law. He assists employers by preparing handbooks and employment agreements. He also has experience counseling employers on best practices to avoid litigation.

Aaron has authored articles on employment, privacy, and bias claims that have been featured in well-known legal publications. He has presented on authority governing whether workers should be classified as employees or independent contractors. He has also presented on return to work protocols and issues arising out of incentivizing vaccination in response to the COVID-19 pandemic.

Aaron's pro bono activities include assisting with forming a nonprofit organization focused on helping vulnerable children and young adults in the foster care system. He volunteered on his school district's bond oversight committee to ensure funds were properly used for identified construction projects. Aaron regularly devotes his time to organizations and schools in his community.

### **Lauren Roseman, Partner, Fisher & Phillips LLP**

Lauren Roseman (fka Lauren Stockunas) is a partner in Fisher Phillips' Irvine office committed to providing employers of all sizes and types including PEOs, fast, innovative, and practical employment law advice. She defends employers in employment litigation including wage and hour class and PAGA actions, claims pursuant to the Federal/Cal-WARN Acts, and discrimination, harassment, and retaliation claims. She works closely with her clients to implement handbook policies and employment practices that help prevent costly litigation at the outset; specifically, much of her practice focuses on walking clients through best practices for managing leaves of absences (FMLA, CFRA, PDL, FEHA reasonable accommodation LOAs) and complicated termination decisions. Lauren also routinely assists clients in drafting complex vacation, unlimited vacation, PTO/DTO, and paid sick leave policies.

Prior to joining Fisher Phillips, Lauren interned with a boutique employment law firm focused on serving hotels and restaurants in the hospitality industry. She also externed for the Honorable Karen S. Crawford and the Honorable Cynthia A. Bashant at the United States District Court for the Southern District of California.

Lauren was President of the Student Bar Association at the University of San Diego School of Law, where she also served on the *San Diego Law Review* and the Executive Moot Court Board. As a moot court competitor, Lauren won First Place Best Oralist at Emory University's Civil Rights and Liberties National Moot Court Competition and Third Place Best Oralist at USD Law's Paul A. McLennon, Sr. Honors Moot Court Competition.

Lauren continues to serve her alma mater as the Recent Alumni Chair on the University of San Diego School of Law's Orange County Alumni Chapter Board. And as an undergrad, Lauren double majored in finance and philosophy at the University of Notre Dame. She also competed for the Fighting Irish figure skating team. Go Irish!

### **Spencer W. Waldron, Partner, Fisher & Phillips LLP**

Spencer is a partner in the Irvine office. He is an aggressive litigator who has successfully represented clients in mediation, arbitration, in front of governmental agencies, as well as state and federal court proceedings. Spencer has particular experience in the areas of wage and hour laws, employee compensation plans, laws regulating drug testing and background checks, and harassment/discrimination claims.

Spencer has litigated numerous multi-plaintiff cases and class-action cases, including wage and hour claims, claims brought under the California Labor Code Private Attorneys General Act of 2004 (PAGA), the Fair Credit Reporting Act (FCRA) and analogous state laws, state and federal prevailing wage laws.

Spencer has also successfully defended employers against cases brought by individual plaintiffs, including claims of wrongful termination, discrimination, harassment, and retaliation. Likewise, he has handled audits conducted by the Department of Labor Standards Enforcement (DLSE), the United States Department of Labor (DOL), and the Employment Development Department (EDD).

Additionally, Spencer provides preventive advice and training to clients on various personnel issues, including background checks, drug testing, employee classification issues, strategic restructuring and layoffs, disciplinary issues, termination, medical leaves, FMLA/CFRA compliance, employee compensation agreements, and general employment policies and procedures.

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