

Maximizing Employer Defenses After Calif. Meal Waiver Ruling

By **Aaron Cargain, Lauren Roseman and Spencer Waldron** (April 30, 2025)

On April 21, the California Court of Appeal, Second Appellate District, handed employers a wage and hour win by ruling that meal period waivers that are prospectively signed by nonexempt employees are enforceable if certain criteria are met.

The decision in *Bradsbery v. Vicar Operating Inc.* provides employers in California with a solid game plan to approach meal period waivers at their workplaces.

Below is a quick review of the case and four steps that employers should consider in order to take advantage of this decision and get the most out of meal period waivers.

How We Got Here and Why It Matters

In *Bradsbery*, two former employees of veterinary hospital network Vicar Operating alleged that Vicar violated California Labor Code Section 512(a), which governs employers' obligation to provide meal periods pursuant to specified standards, unless the employee waives their right to a meal period.

In 2014, La Kimba Bradsbery and Cheri Brakensiek launched a class action against their former employer, arguing that the company improperly handled their meal periods.

They alleged that 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.

Under California law, a premium is a type 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.

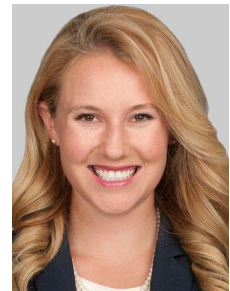
The Arguments in a Nutshell

Vicar argued in its defense that *Bradsbery*, *Brakensiek* and all 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.



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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 in order for the waivers to be valid, they must be obtained on a per-shift basis, and only after they or other employees were scheduled to work a particular shift.

Up until this decision, it was unclear whether one-time waivers were enforceable, or whether waivers must be obtained from employees on a more frequent basis.

Rulings Upholding Meal Period Waivers

The Los Angeles County Superior Court sided with the employer on this issue, but Bradsbery and Brakensiek appealed. The California state appeals court agreed with the trial court, holding that revocable, prospective meal period waivers that employees sign are enforceable in the absence of any evidence that the waivers are unconscionable or unduly coercive.

Proactive Measures to Maximize the Enforceability of Meal Period Waivers

The appeals court's ruling in Bradsbery is significant, because it reinforces that employers may be able to substantially reduce their potential liability if they implement compliant meal period waivers.

Employers that have not put meal period waivers into place for nonexempt employees in California should implement them in order to maximize their ability to enforce them. In light of this decision, employers should consider taking the following four steps.

1. Implement a written stand-alone 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 that is signed at the outset of employment can be enforced, so employers should follow this guidance.

However, remember that meal period requirements and waivers may vary by industry, according to the applicable wage orders. Make sure meal period waivers are evaluated for compliance with the California Labor Code and applicable wage orders.

2. Consider having waivers 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, and some employers may actually benefit more from the latter.

Most wage orders provide that an employee can waive a second meal period if they work more than 10 hours but less than 12 hours total, and if 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, if they were coerced into signing the waiver or if the employee cannot freely revoke the waiver at any time.

Employers should communicate meal period waivers to employees in a simple and clear manner with language that explains what the employee must do if they want to revoke it — for example, providing written notice of the revocation to human resources.

Further, employers should not pressure, coerce or force employees into signing waivers. Mutual consent between the employer 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 decline to sign a waiver without retaliation from their employer.

If an employee chooses to revoke their waiver, make sure their managers know not to treat them differently, even if the revocation creates an additional administrative or managerial headache for the organization.

Conclusion

Meal period violations are among the most commonly raised claims in wage and hour litigation. As such, the Bradsbery decision is significant because it provides employers with a road map for how to reduce exposure to meal period claims and associated derivative liability.

Employers that issue and address meal period waivers with their employees will not only proactively reduce their exposure to meal period claims, but they will also bolster their defenses if faced with a lawsuit.

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