

INFORMATION FOR CONFLUENCE/CWH EMPLOYEES ABOUT MEAL BREAKS AND OUR LAWSUIT FOR BACKPAY

You recently received a legal document called a “waiver and release” that your employer – Central Washington Hospital/Confluence – has asked you to sign under penalty of perjury. Confluence sent this document to you in response to a class action lawsuit brought by our firm seeking back pay for missed lunch breaks.

We write to provide you with some additional information about your rights under Washington law and about the lawsuit so that you can make an informed decision about whether to sign the document or not.

1. What meal period rights do you have under Washington law?

Washington law gives you the right to **one** 30-minute lunch break (or, “meal period”) when you work 5 hours or more, and **two** meal periods when you work 10 1/2 hours or more. You can read the text of the law here: [WAC 296-126-092](#).

Your 30-minute meal period **belongs to you**. During those 30-minutes, you can choose to eat, read, nap, exercise, or do whatever else you need to do to recharge. Breaks are especially critical for healthcare workers like you.

2. Does your employer have to pay you during your lunch break?

Your employer does not have to pay you during a 30-minute meal period if you are **completely free of work duties**. However, if your time is interrupted by work or you are asked to remain on-call or on duty, then the time must be paid in full. If you work through your 30-minute meal period, Washington law requires your employer to pay you for the missed break.

2. What does it mean to “waive” your right to a meal period?

In a legal document, to “waive” means to “give up” or relinquish a right that belongs to you. Under Washington law, a waiver of a meal period must be both **knowing** and **voluntary**. For example, if you did not know before now that you had a right to two meal periods on longer shifts, then you couldn’t be said to have knowingly “waived” your right. Similarly, if you never had the option to take a second meal period, you couldn’t be said to have voluntarily waived your right to do so. Your employer can’t assume you want to waive your rights just because you work through your breaks.

To be a true and lawful waiver, you have to have a **choice** in the matter and you have to **know** what it is you’re giving up.

3. What is a “release”?

A “release” in a legal document generally means you agree not to sue or make a claim. In the “waiver and release” document that Confluence sent you, Confluence is asking you to give up your right to be paid for breaks you have already missed – for violations of law that may have already occurred – in exchange for \$0.

4. What is the lawsuit about?

In January of this year, our law firm filed a lawsuit for Confluence’s failure to provide two meal periods to nurses and other hourly-paid workers during a three-year period. You can read our complaint [here](#).

In the lawsuit, we seek **backpay** for missed breaks that have **already occurred**. Our lawsuit does not ask Confluence to change its practices in the future and nothing about the case will force employees to work longer shifts or take unpaid lunch breaks they don't want to take.

If a judge in the Chelan County Superior Court determines that our case should go forward as a class action, you will get a court-approved notice in the mail that explains your rights and how to either stay in the case or be excluded. You should not feel coerced to make that decision today or in the future. And it is a violation of Washington law for your employer to retaliate against you if you decide to stay in the case.

5. What should I do if I have questions?

You are welcome to contact our office if you have questions about the case, about the "waiver and release" document, or about your workplace rights generally. The best way to get in touch is by calling 206-622-8000 and leaving a message with our paralegal, Victoria Molina. You can also seek advice from another attorney of your choosing.

Our law firm has been advocating for workers for 50 years. If you would like to learn more about us, you can do that [here](#).

We hope you find the information in this letter helpful.

Sincerely,



LINDSAY L. HALM, Attorney
ADAM J. BERGER, Attorney
VICTORIA MOLINA, Paralegal