UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
(SOUTH BEND DIVISION)

MICHAEL MCDOWELL, individually and on behalf of all others similarly situated, *Plaintiff,* v. ZIMMER US, INC. d/b/a ZIMMER BIOMET, *Defendant.*	COLLECTIVE AND CLASS ACTION COMPLAINT Jury Trial Demanded Civil Docket No.:

Plaintiff Michael McDowell ("Plaintiff"), individually and on behalf of all others similarly situated, by and through counsel, BROWN, LLC, alleges the following upon personal knowledge as to his own acts and experiences, and upon information and belief as to all other matters:

INTRODUCTION

1. This is a collective action on behalf of Plaintiff and all others similarly situated who work or worked for Defendant Zimmer US, Inc. d/b/a Zimmer Biomet ("Defendant") as hourly-paid warehouse, inventory, logistics, surgical-support, and other similarly situated hourly-paid employees, and who were not paid all overtime compensation and other wages due for all compensable hours worked, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*

2. Plaintiff brings this action individually and on behalf of all other similarly situated hourly-paid employees who elect to opt in pursuant to the FLSA, 29 U.S.C. § 216(b), to recover unpaid overtime compensation and other wages unlawfully withheld by Defendant, liquidated damages as provided by 29 U.S.C. § 216(b), and reasonable attorneys' fees and costs.

3. Additionally, Plaintiff brings this action for himself and all others similarly situated who work or worked for Defendant as hourly-paid warehouse, inventory, logistics, surgical-support, and other similarly situated hourly-paid employees to recover unpaid wages, overtime compensation, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs under the Maryland Wage and Hour Law ("MWHL"), Md. Code Ann., Lab. & Empl. § 3-401 *et seq.*, and the Maryland Wage Payment and Collection Law ("MWPCL"), Md. Code Ann., Lab. & Empl. § 3-501 *et seq.*

4. Defendant violates the FLSA through unlawful timekeeping and payroll practices for hourly-paid employees, including:

a. failing to pay employees for compensable pre-shift, post-shift, and weekend on-call work, including work performed from home, travel time, and work performed in excess of forty (40) hours in a workweek;

b. automatically deducting time from employees' pay each day based on meal breaks, despite employees not receiving bona fide meal breaks or having to perform work during those periods, resulting in nonpayment for hours worked, including hours worked in excess of forty (40) in a workweek;

c. paying employees flat-sum weekend on-call amounts and other lump-sum or bonus-type payments in place of lawful overtime compensation for hours worked in excess of forty (40) in a workweek; and

d. failing to pay the required overtime premium compensation for all hours worked in excess of forty (40) in a workweek, including by failing to include all required remuneration, such as bonuses, incentive payments, awards, shift differentials, and other compensation, in the regular rate used to calculate overtime.

5. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA, individually and on behalf of a putative "FLSA Collective," defined as:

> *All hourly-paid warehouse, inventory, logistics, surgical-support, and other similarly situated hourly-paid employees, employed by Defendant at any time within the three (3) years preceding the filing of this action through the date of final judgment.*

6. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all similarly situated hourly-paid employees of Defendant, informing them of their right to opt in to this action and assert claims under the FLSA.

7. Plaintiff asserts his Maryland wage-and-hour claims individually and pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a putative "Maryland Class" defined as follows:

> *All hourly-paid warehouse, inventory, logistics, surgical-support, and other similarly situated hourly-paid employees, employed by Defendant in Maryland at any time within the three (3) years preceding the filing of this Complaint through the date of final judgment.*

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims raise a federal question under 29 U.S.C. § 201 *et seq.*

9. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts with Plaintiff's federal claims.

10. The Court has general personal jurisdiction over Defendant because Defendant is headquartered in Indiana, maintains its principal place of business and center of operations in Indiana.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this District and maintains its principal place of business in this District.

PARTIES

Defendant

12. Defendant Zimmer US, Inc. d/b/a Zimmer Biomet is an Indiana-based business entity that operates orthopedic, surgical-support, warehouse, inventory, logistics, and related operations throughout the United States.

13. Defendant's principal place of business is located at 345 East Main Street, Warsaw, Indiana 46580.

14. Defendant conducts substantial business and maintains operations throughout the United States, including in Maryland.

Plaintiff

15. Plaintiff Michael McDowell is an individual residing in Baltimore City, Maryland.

16. Plaintiff was employed by Defendant from approximately March 2022 through approximately July 2025.

17. Plaintiff performed work for Defendant in Maryland, including out of Defendant's Hanover, Maryland facility.

18. Plaintiff was paid on an hourly basis and was subject to Defendant's timekeeping and payroll policies.

19. Plaintiff's written consent to become a party plaintiff under the FLSA is filed herewith pursuant to 29 U.S.C. § 216(b). *See* Exhibit 1.

FACTUAL ALLEGATIONS[1]

Defendant's Business and Coverage

20. Defendant operates orthopedic, surgical-support, warehouse, inventory, logistics, and related operations throughout the United States.

21. Defendant is an enterprise engaged in commerce within the meaning of the FLSA.

22. Defendant has employees engaged in commerce or in the production of goods for commerce, and has employees handling, selling, or otherwise working on goods or materials that have moved in or were produced for commerce.

23. Defendant's annual gross volume of sales made or business done is not less than $500,000.

24. Hourly-paid employees are individually engaged in commerce within the meaning of the FLSA because they perform work involving the handling, movement, preparation, coordination, storage, and distribution of goods and materials that move in interstate commerce.

25. Defendant is the employer of hourly-paid employees within the meaning of the FLSA, the MWHL, and the MWPCL.

Employment, Operations, and Pay Practices

26. Hourly-paid employees perform warehouse, inventory, logistics, surgical-support, and related work for Defendant.

27. These employees perform work in Maryland, including out of Defendant's Hanover, Maryland facility, and in other locations throughout Defendant's operations.

[1] The allegations in this Complaint, unless otherwise specified, refer to the time period of three (3) years prior to the filing of this Complaint through the present.

28. Defendant tracks and pays hourly-paid employees through electronic timekeeping and payroll systems, including ADP.

29. Supervisors, managers, and payroll personnel control scheduling, reporting times, approval of hours, time edits, and payroll practices affecting the hours credited and paid to hourly-paid employees.

30. Hourly-paid employees' primary job duties include receiving and coordinating requests for surgical cases, preparing and locating implants and instrumentation, pulling and staging materials, coordinating with drivers and representatives, handling inventory and related documentation, and performing related logistics and warehouse tasks.

31. Hourly-paid employees regularly work shifts that require them to report before or remain after their scheduled hours, respond to work demands outside their scheduled shifts, and perform work under Defendant's timing, productivity, and operational expectations.

32. Defendant pays hourly-paid employees based on the time and compensation credited through Defendant's timekeeping and payroll systems.

Defendant's Weekend On-Call and Overtime Practices

33. Defendant maintains timekeeping and payroll practices that fail to record and pay hourly-paid employees for all compensable work time, including weekend on-call work, work performed from home, travel time, work performed before or after scheduled shifts, and work performed during meal periods.

34. Defendant requires hourly-paid employees assigned to weekend on-call duty to remain available during designated weekend periods, respond to calls, and begin work when needed.

35. Defendant controls the on-call process, including who is assigned, when employees must be available, how they must respond, and how that time is paid.

36. Defendant requires hourly-paid employees assigned to weekend on-call duty to keep the work phone with them, remain ready to respond, and report to the facility or otherwise begin work when called.

37. Defendant does not ensure that all on-call work time, all work performed from home, all travel time, and all other compensable work time are recorded and paid.

38. As a result of these practices, Defendant understates the total hours worked by hourly-paid employees.

39. As a result of these practices, Defendant fails to pay all wages and overtime compensation due for compensable work time.

40. Defendant applies these timekeeping and payroll practices to hourly-paid employees as part of common policies or practices.

Weekend On-Call Work and Flat-Sum Payments

41. Defendant requires hourly-paid employees assigned to weekend on-call duty to remain available throughout substantial portions of Saturday and Sunday.

42. Defendant requires these employees to keep the work phone with them, monitor calls and messages, respond to representatives and hospitals, and remain ready to begin work on short notice.

43. Defendant requires these employees, in many instances, to begin work from home before traveling to the facility.

44. This work from home includes preparing cases, reviewing system information, coordinating needed materials, and otherwise beginning the work required to fulfill surgical and logistics needs.

45. Defendant also requires these employees to travel to the facility, pull and prepare materials, coordinate with drivers and representatives, wait for handoff or pickup, and, in many instances, make multiple trips from their homes to the facility.

46. Defendant does not record and pay all of this work as hourly and overtime work.

47. Instead, Defendant pays flat-sum weekend amounts for on-call work.

48. Defendant's flat-sum weekend on-call practice replaced or displaced the recording and payment of all actual time spent performing weekend on-call work.

49. For some hourly-paid employees, those flat-sum weekend amounts are approximately $450.

50. For other hourly-paid employees, those flat-sum weekend amounts are lower, including approximately $250.

51. On information and belief, Defendant varies these flat-sum weekend amounts based on employee role, title, experience, and/or assigned responsibilities.

52. Defendant uses these flat-sum weekend payments in place of lawful hourly and overtime compensation for compensable on-call work.

53. Defendant does not ensure that these flat-sum weekend payments satisfy its obligation to pay for all compensable time worked and all overtime compensation due.

Time Edits, Separate Payments, and Overtime Underpayment

54. Defendant regularly suffers or permits hourly-paid employees to work more than forty (40) hours in one or more workweeks.

55. Despite suffering or permitting hourly-paid employees to work more than forty (40) hours in one or more workweeks, Defendant fails to pay overtime compensation for all hours worked in excess of forty (40) hours in a workweek.

56. Defendant uses payroll practices that delay, separate, obscure, reduce, or replace overtime compensation.

57. In some workweeks, Defendant pays overtime through separate payments, bonus-type payments, stipend-type payments, flat amounts, or other non-transparent payroll entries rather than clearly paying all overtime compensation through regular payroll.

58. In some workweeks, Defendant edits or reduces the hours credited in its timekeeping system while handling the remaining hours or compensation separately.

59. In some workweeks, Defendant credits employees with forty (40) hours in the timekeeping system and pays separate lump-sum amounts that do not transparently reflect all overtime hours actually worked.

60. In some workweeks, Defendant pays some or all hours worked over forty (40) through rounded or flat amounts rather than paying all overtime hours at one and one-half times the regular rate.

61. In one or more workweeks during the relevant period, Plaintiff worked more than forty (40) hours, performed weekend on-call work, and received a flat-sum weekend payment rather than all overtime compensation due for that workweek.

62. As a result of these practices, Defendant fails to pay hourly-paid employees overtime compensation at one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

63. Defendant also fails to calculate overtime compensation using the proper regular rate of pay.

64. Hourly-paid employees receive additional remuneration, including shift differentials, bonuses, incentive payments, awards, and other compensation.

65. In workweeks in which hourly-paid employees receive such additional remuneration and work more than forty (40) hours, Defendant does not include all required remuneration in the regular rate used to calculate overtime compensation.

66. As a result, Defendant underpays overtime compensation owed to hourly-paid employees even when some overtime hours are recorded and paid.

Meal Periods and Other Unpaid Work Time

67. Defendant also maintains practices that fail to pay hourly-paid employees for all compensable work performed during meal periods and outside scheduled shifts.

68. Hourly-paid employees do not always receive bona fide, uninterrupted meal periods.

69. Because of workload, operational demands, calls from hospitals, requests from representatives, and other business demands, hourly-paid employees often continue working during meal periods or remain subject to work demands during those periods.

70. Defendant deducts or causes meal-period time to be deducted from employees' paid hours even when employees perform work during some or all of the deducted period or do not receive a bona fide, uninterrupted meal period.

71. Defendant also deducts or fails to pay short rest-break periods that must be counted as compensable work time.

72. Defendant does not ensure that all such compensable time is restored to paid hours and included in overtime calculations.

73. Hourly-paid employees also perform work before clocking in, after clocking out, before arriving at the facility, and after leaving the facility, including receiving calls, responding to requests, providing updates, preparing cases, coordinating with representatives or drivers, and handling other work-related issues.

74. Defendant does not ensure that all such compensable work time is credited and paid.

Defendant's Willful Violations

75. Defendant knows, or shows reckless disregard for whether hourly-paid employees perform compensable work during weekend on-call periods, from home, during travel, during meal periods, and outside scheduled shifts.

76. Defendant knows, or shows reckless disregard for, whether its timekeeping and payroll practices fail to capture and pay hourly-paid employees for all compensable work time.

77. Defendant knows, or shows reckless disregard for whether, using flat-sum weekend payments, separate payments, bonus-type payments, time edits, or other payroll practices results in employees not being paid all overtime compensation due under the FLSA.

78. Defendant controls the policies and practices governing on-call assignments, reporting times, timekeeping procedures, time edits, approval of hours, payroll processing, and compensation for hourly-paid employees.

79. Defendant applies these timekeeping and payroll practices to hourly-paid employees as part of common policies or practices.

80. Defendant's violations are willful because Defendant knows, or shows reckless disregard for, whether its timekeeping and payroll practices fail to pay hourly-paid employees for all compensable work time and all overtime compensation due.

COLLECTIVE ACTION ALLEGATIONS

81. Plaintiff re-alleges and incorporates all previous paragraphs herein.

82. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) on his own behalf and on behalf of the FLSA Collective defined above with respect to the wage-and-hour claims.

83. Plaintiff and other members of the FLSA Collective regularly work more than forty (40) hours in one or more workweeks as suffered or permitted by Defendant.

84. Defendant subjects Plaintiff and other members of the FLSA Collective to common timekeeping, on-call, and payroll practices that result in employees not being paid for all compensable work time and not receiving all overtime compensation required by the FLSA.

85. These unlawful practices arise from common policies and practices applied to hourly-paid employees, not from discretionary decisions unique to individual employees.

86. Defendant fails to pay Plaintiff and other members of the FLSA Collective overtime compensation at a rate not less than one and one-half (1.5) times their regular rates of pay for all hours worked in excess of forty (40) in a workweek, as required by the FLSA.

87. As a result of Defendant's unlawful practices, in many workweeks, Plaintiff and other members of the FLSA Collective work more than forty (40) hours but are not paid all overtime compensation at the required premium rate.

88. Defendant's conduct and practices are willful and not undertaken in good faith. Defendant knows, or shows reckless disregard for whether its timekeeping, on-call, and payroll

practices result in employees not being paid for all compensable work time and proper overtime compensation under the FLSA.

89. Plaintiff and other members of the FLSA Collective are subjected to the same common unlawful policies and practices that violate the FLSA.

90. With respect to the claims set forth herein, a collective action under the FLSA is appropriate because Plaintiff and the members of the FLSA Collective are similarly situated within the meaning of 29 U.S.C. § 216(b).

91. Plaintiff and the members of the FLSA Collective are similarly situated because they are all hourly-paid employees subject to the same or similar timekeeping, on-call, and payroll practices, and their claims arise from the same factual and legal theories.

92. Defendant maintains policies and practices that result in Plaintiff and other members of the FLSA Collective not being paid for all compensable work time, including weekend on-call work, work performed from home, travel time, work performed before or after scheduled shifts, work performed during meal periods, and other work time that is not fully credited for compensation.

93. Defendant's common timekeeping and payroll practices also result in overtime underpayment by failing to include all compensable work time in overtime calculations in workweeks in which Plaintiff and other members of the FLSA Collective work more than forty (40) hours.

94. Defendant also maintains common payroll practices that use flat-sum weekend payments, separate payments, bonus-type payments, time edits, and other payroll methods that fail to ensure payment of all overtime compensation due.

95. Plaintiff estimates that the FLSA Collective consists of numerous similarly situated hourly-paid employees, and the precise number of FLSA Collective members is readily ascertainable from Defendant's payroll, scheduling, timekeeping, and personnel records.

96. The identity of the members of the FLSA Collective, the hours they work, the on-call assignments they receive, and the wages and other compensation paid to them are ascertainable from Defendant's payroll, timekeeping, scheduling, and personnel records.

RULE 23 CLASS ACTION ALLEGATIONS

97. Plaintiff re-alleges and incorporates all previous paragraphs herein.

98. Plaintiff seeks to pursue his MWHL and MWPCL claims individually and pursuant to Federal Rule of Civil Procedure 23 as an opt-out class action on behalf of the Maryland Class.

99. Plaintiff brings this class action to recover unpaid wages, overtime compensation, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs pursuant to the MWHL and the MWPCL.

100. The identity of the members of the Maryland Class, the hours they work, the on-call assignments they receive, and the wages and other compensation paid to them are ascertainable from Defendant's payroll, timekeeping, scheduling, and personnel records, and damages can be determined through common proof.

101. The members of the Maryland Class are so numerous that joinder of all Class members is impracticable. Plaintiff reasonably estimates that there is a substantial number of Class members. The members of the Maryland Class are readily identifiable from Defendant's payroll, timekeeping, scheduling, and personnel records.

102. There is a well-defined community of interest among the Maryland Class members, and common questions of law and fact predominate over any questions affecting individual Class

members. These common questions include, but are not limited to, whether Defendant maintains common timekeeping, on-call, and payroll practices that fail to pay employees for all compensable work time, whether Defendant fails to pay all wages and overtime compensation owed, whether Defendant uses flat-sum weekend payments or separate payments in place of lawful wages, and whether Defendant's practices violate the MWHL and the MWPCL.

103. Plaintiff's claims are typical of the claims of the Maryland Class members in that Plaintiff and all other Class members suffer damages as a direct and proximate result of Defendant's common and systemic timekeeping, on-call, and payroll policies and practices. All Class members are affected by the same or similar pay practices of Defendant. Separate litigation by individual employees would present a risk of inconsistent or varying adjudications.

104. All Class members are treated the same or similarly by Defendant with respect to pay practices, including but not limited to the failure to pay for all compensable work time and the failure to pay all overtime compensation due. Accordingly, common questions of law and fact apply to each and every member of the Maryland Class.

105. Plaintiff will fairly and adequately protect the interests of the Maryland Class. Plaintiff has retained counsel experienced in the prosecution of wage-and-hour class and collective actions. Neither Plaintiff nor his counsel has interests that are antagonistic to or in conflict with the interests of the Maryland Class members.

106. Defendant's common policies and practices affect all Maryland Class members similarly, and Defendant benefits from the same type of conduct with respect to each Class member. Plaintiff's claims arise from the same legal theories as those of the Maryland Class, making this action manageable and efficient as a Rule 23 class action.

107. Class treatment is superior because Defendant's liability turns on common timekeeping, on-call, scheduling, and payroll practices, and resolution of those issues in a single proceeding will conserve judicial resources and avoid inconsistent adjudications.

108. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because the damages suffered by individual Class members are relatively small, making individual litigation economically impracticable. Proceeding as a class action will also avoid duplicative litigation and inconsistent results.

109. This action is manageable as a Rule 23 class action, and Plaintiff and his counsel are aware of no unusual difficulties that would preclude class treatment of the claims.

110. Because the requirements of Rule 23(b)(3) are satisfied, certification of the Maryland Class is appropriate.

COUNT I
(Individual and 29 U.S.C. § 216(b) Collective Action Claims)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Failure to Pay Overtime Wages

111. Plaintiff re-alleges and incorporates all previous paragraphs herein.

112. 29 U.S.C. § 207(a)(1) provides:

> [N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

113. Defendant suffers and permits Plaintiff and the members of the FLSA Collective to work over forty (40) hours in one or more workweeks.

114. As a result of the policies and practices alleged herein, Defendant fails to pay Plaintiff and the members of the FLSA Collective all overtime compensation due for hours worked in excess of forty (40) in a workweek.

115. Defendant's unlawful practices include, among other things, failing to pay for all compensable weekend on-call work, failing to pay for all other compensable work time, failing to include all required remuneration in the regular rate used to calculate overtime, and using flat-sum weekend payments, separate payments, bonus-type payments, time edits, and other payroll practices that fail to provide all overtime compensation due under the FLSA.

116. Defendant's conduct and practices, as described herein, are willful and not undertaken in good faith.

117. Because Defendant willfully violates the FLSA, the three (3) year statute of limitations applies to Plaintiff's claims pursuant to 29 U.S.C. § 255(a).

118. As a result of Defendant's common timekeeping, on-call, and payroll practices described above, Plaintiff and the members of the FLSA Collective are unlawfully deprived of overtime compensation earned, in amounts to be determined at trial, and are entitled to recover all unpaid overtime compensation, liquidated damages, reasonable attorneys' fees, costs, and other relief pursuant to 29 U.S.C. § 216(b).

COUNT II
(Brought Individually and on a Class Basis Pursuant to Fed. R. Civ. P. 23)
Violation of Maryland Wage and Hour Law, Md. Code Ann., Lab. & Empl. § 3-401 *et seq.*
Failure to Pay Overtime Wages

119. Plaintiff re-alleges and incorporates all previous paragraphs herein.

120. The MWHL requires employers to pay employees overtime compensation at a rate of not less than one and one-half (1.5) times their usual hourly wage for all hours worked in excess of forty (40) hours in a workweek. See Md. Code Ann., Lab. & Empl. § 3-415.

121. Defendant is the employer of Plaintiff and the members of the Maryland Class within the meaning of the MWHL.

122. Plaintiff and the members of the Maryland Class are employees of Defendant within the meaning of the MWHL.

123. Defendant employs Plaintiff and the members of the Maryland Class in the State of Maryland during the three (3) years preceding the filing of this Complaint.

124. Defendant fails to pay Plaintiff and the members of the Maryland Class all overtime compensation owed for hours worked in excess of forty (40) hours in a workweek, including by failing to pay for compensable weekend on-call work, work performed from home, travel time, work performed during meal periods, other compensable work time, and by failing to include all required remuneration in the regular rate or usual hourly wage used to calculate overtime compensation.

125. In many workweeks, Plaintiff and the members of the Maryland Class work in excess of forty (40) hours but are not compensated at one and one-half (1.5) times their usual hourly wage for all overtime hours worked.

126. Defendant knows, or shows reckless disregard for, whether its timekeeping, on-call, and payroll practices fail to ensure that all overtime hours worked by Plaintiff and the members of the Maryland Class are accurately recorded and properly compensated at the required premium rate.

127. As a result of Defendant's common policies and practices described above, Plaintiff and the members of the Maryland Class are unlawfully deprived of overtime compensation earned, in amounts to be determined at trial, and are entitled to recover unpaid overtime wages, liquidated

damages, pre- and post-judgment interest, reasonable attorneys' fees, costs, and all other relief available under the MWHL.

COUNT III
(Brought Individually and on a Class Basis Pursuant to Fed. R. Civ. P. 23)
Violation of Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl. § 3-501 *et seq.*
Failure to Pay Wages for All Hours Worked

128. Plaintiff re-alleges and incorporates all previous paragraphs herein.

129. The MWPCL requires employers to pay employees all wages due for work performed. See Md. Code Ann., Lab. & Empl. §§ 3-501, 3-502, and 3-505.

130. Defendant is the employer of Plaintiff and the members of the Maryland Class within the meaning of the MWPCL.

131. Plaintiff and the members of the Maryland Class are employees of Defendant within the meaning of the MWPCL.

132. Defendant employs Plaintiff and the members of the Maryland Class in the State of Maryland during the three (3) years preceding the filing of this Complaint.

133. Plaintiff and the members of the Maryland Class perform compensable work during weekend on-call periods and during other unpaid or underpaid work time. This includes work from home, while traveling, during meal periods, and during other work time that Defendant does not fully credit or compensate.

134. The wages Defendant fails to pay include straight-time wages, overtime wages, premium wages, and other wages due for compensable work performed, including wages due based on flat-sum on-call payments, bonuses, incentive payments, awards, shift differentials, and other remuneration that Defendant fails to properly credit, calculate, or pay.

135. Defendant fails to pay Plaintiff and the members of the Maryland Class for all compensable hours worked by, among other things, failing to record and pay for all weekend on-call work, failing to record and pay for work performed from home and during travel, failing to restore or pay for meal-period and rest-break work time, and understating compensable work time through its timekeeping and payroll practices.

136. As a result of Defendant's policies and practices, Plaintiff and the members of the Maryland Class are deprived of wages due for compensable work performed, including in workweeks in which overtime compensation is also owed.

137. Defendant knows, or shows reckless disregard for whether, Plaintiff and the members of the Maryland Class perform compensable work for which they are not paid because Defendant controls the on-call system, timekeeping system, time approvals, payroll practices, and other practices used to calculate and pay wages.

138. As a result of Defendant's common policies and practices described above, Plaintiff and the members of the Maryland Class are unlawfully deprived of wages earned, in amounts to be determined at trial, and are entitled to recover unpaid wages, enhanced damages as permitted by law, pre- and post-judgment interest, reasonable attorneys' fees, costs, and all other relief available under the MWPCL.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that the Court enter judgment in his favor and grant the following relief:

A. Certify this action as a collective action pursuant to 29 U.S.C. § 216(b) and authorize notice to be sent to all similarly situated employees informing them of their right to opt into this action;

B. Certify this action as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of the Maryland Class;

C. Designate Plaintiff as the representative of the FLSA Collective and the Maryland Class and designate Plaintiff's counsel as Class Counsel;

D. Declare that Defendant violated the FLSA, 29 U.S.C. § 201 et seq., the MWHL, Md. Code Ann., Lab. & Empl. § 3-401 *et seq.*, and the MWPCL, Md. Code Ann., Lab. & Empl. § 3-501 *et seq.*;

E. Award Plaintiff and the members of the FLSA Collective and Maryland Class all unpaid wages due, including unpaid overtime compensation and unpaid wages recoverable under Maryland law;

F. Award liquidated damages as permitted by the FLSA and Maryland law;

G. Award enhanced damages as permitted by the MWPCL;

H. Award pre-judgment and post-judgment interest to the fullest extent permitted by law;

I. Award reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b), Md. Code Ann., Lab. & Empl. § 3-427, and Md. Code Ann., Lab. & Empl. § 3-507.2; and

J. Award such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all others similarly situated, by and through his attorneys, hereby demand a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled cause.

Respectfully submitted,

Dated: May 28, 2026

By: /s/ Nicholas Conlon

Nicholas Conlon (to seek *pro hac vice*)
Michael Rinderman (to seek *pro hac vice*)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5279
nicholasconlon@jtblawgroup.com
michael.rinderman@jtblawgroup.com

Lead Counsel for Plaintiff

EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA (SOUTH BEND DIVISION)

MICHAEL MCDOWELL, individually and on behalf of others similarly situated,

Plaintiff,

vs.

ZIMMER US, INC. d/b/a ZIMMER BIOMET,

Defendant(s).

CONSENT TO SUE

I consent to the filing of this form in, and to join and become a plaintiff in the above-captioned collective action lawsuit, to pursue my claim for unpaid wages, while working in the position(s) of employee for the Defendant(s) ZIMMER US, INC. d/b/a ZIMMER BIOMET at any time within the period of the last three years. I understand that this lawsuit seeks unpaid wages, liquidated damages, and attorneys' fees and costs under the FLSA and similar relief under applicable state wage-and- hour laws. I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

Signed: Michael Mcdowell **Dated:** 05/22/2026

Name: Michael Mcdowell

JS 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

MICHAEL MCDOWELL, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Baltimore City, Maryland
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Nicholas Conlon nicholasconlon@jtblawgroup.com
Michael Rinderman michael.rinderman@jtblawgroup.com
BROWN, LLC T: (877) 561-0000
111 Town Square Place, Suite 400

DEFENDANTS

ZIMMER US, INC. d/b/a ZIMMER BIOMET,

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ☒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation - Transfer ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
29 U.S.C. § 201

Brief description of cause:
Unpaid overtime compensation and other wage for all compensable hours worked

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
05/27/2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ Nicholas Conlon

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

JS 44 Reverse (Rev. 07/16)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Indiana

MICHAEL MCDOWELL, individually and on behalf of all others similarly situated

Plaintiff(s)

v.

ZIMMER US, INC. d/b/a ZIMMER BIOMET

Defendant(s)

Civil Action No. 3:26-cv-00733

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ZIMMER US, INC. d/b/a ZIMMER BIOMET
Registered Agent: CORPORATION SERVICE COMPANY
135 North Pennsylvania Street, Suite 1600, Indianapolis, IN, 46204, USA

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Nicholas Conlon
Michael Rinderman
BROWN, LLC
111 Town Square Place, Suite 400
nicholasconlon@jtblawgroup.com
michael.rinderman@jtblawgroup.com
T: (877) 561-0000

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 3:26-cv-00733

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: