

The FLSA requires that that employees receive at least the minimum wage for all hours worked. See 29 U.S.C. § 206. An employer may not deduct from employee wages the cost of facilities which primarily benefit the employer if such deductions drive wages below the minimum wage. See Arriaga v. Fla. P. Farms, L.L.C., 305 F.3d 1228, 1236 (11th Cir. 2002); 29 C.F.R. § 531.36(b). Deductions made by employers which take the employees' pay below minimum wage therefore violate the FLSA. Moreover, Department of Labor Regulations require wages to be paid "free and clear," meaning that job-related expenses that are primarily for the benefit of the employer (such as tool and uniforms) cannot be charged to the employee if doing so would cause the employee's pay to drop below the minimum wage. 29 C.F.R. § 531.35. See also Burton v. DRAS Partners, LLC, 2019 WL 5550579, at *2 (N.D. Ill. Oct. 27, 2019). In this case, as set out below, Select One had a policy of making deductions from delivery drivers' pay for various items, including truck and trailer payments, truck cleaning, and escrow payments. Select One also required delivery drivers to incur certain business-related expenses, including cell phones and maintenance. In many weeks, these deductions and/or expenses brought Plaintiff's and class members' pay significantly below minimum wage, in violation of the FLSA. The proposed FLSA collective for which Plaintiff seeks conditional certification is comprised of all delivery drivers who worked for Select One in the United States between April 2021 and the present and were classified as independent contractors (hereinafter referred to as "delivery drivers").

Plaintiff easily meets the lenient evidentiary burden required for conditional certification and issuance of notice under 29 U.S.C. § 216(b). Plaintiff is entitled to issue notice at an early stage of an FLSA suit, as long as they are able to make "a modest factual showing sufficient to demonstrate that they and potential plaintiffs together were victims of a common policy or plan that violated the law." Girolamo v. Community Physical Therapy & Associates, Ltd., 2016 WL 3693426, at *2 (N.D. Ill. July 12, 2016) (quoting Flores v. Lifeway Foods, Inc., 289 F. Supp. 2d

1042, 1045 (N.D. Ill. 2003)). A conditional class may be certified if plaintiff makes the “modest showing” required by law even if “[t]he majority of defendants’ arguments may indeed support eventual ‘decertification’ at the second stage.” Id. (quoting Bastian v. Apartment Investment and Management Co., 2007 WL 5234235, at *1 (N.D. Ill. Sept. 17, 2007)). “Courts apply the similarly situated requirement ‘leniently,’ and ‘typically’ conditionally certify a representative class.” Slaughter v. Caidan Mgt. Co., LLC, 317 F. Supp. 3d 981, 988 (N.D. Ill. 2018) (quoting Rottman v. Old Second Bancorp, Inc., 735 F. Supp. 2d 988, 990 (N.D. Ill. 2010)); Solsol v. Scrub, Inc., 2015 WL 1943888, at *2 (N.D. Ill. Apr. 27, 2015) (internal citations omitted)).

“At the initial ‘notice stage,’ the court does not consider the merits of the named plaintiff’s claims, determine credibility, or consider opposing evidence presented by a defendant.” Shumate v. Genesco, Inc., 2018 WL 259942, at *2 (S.D. Ind. Jan. 2, 2018) (Young, J.) (quoting Bergman v. Kindred Healthcare, Inc., 949 F. Supp. 2d 852, 855-56 (N.D. Ill. 2013)). “Instead, it analyzes the pleadings and any affidavits to determine whether a modest showing has been made.” Shumate, 2018 WL 259942 at *2. Moreover, “a plaintiff seeking conditional certification need not meet the evidentiary standards of Federal Rule of Civil Procedure 56.” Id. at *3. Rather, “‘it is sufficient that Plaintiff ha[s] shown that [Defendants have a policy] applied uniformly to all potential plaintiffs and that the policy appears to be inconsistent with FLSA regulations.’” Id. at *4 (quoting Binissia v. ABM Indus., Inc., 2014 WL 793111, at *5 (N.D. Ill. Feb. 26, 2014)). Even “[a] conclusory allegation of willfulness ‘is sufficient to justify providing notice to the putative class on the basis of the potentially applicable three-year period.’” Id. (quoting Sylvester v. Wintrust Fin. Corp., No. 12 C 01899, 2013 WL 5433593, at *5 (N.D. Ill. Sept. 30, 2013)).

As the Supreme Court has recognized, “[t]he sole consequence of conditional certification is the sending of court-approved written notice to employees, . . . who in turn become parties to a collective action only by filing written consent with the court[.]” Genesis Healthcare Corp. v.

Symczyk, 569 U.S. 66, 75 (2013) (citations omitted). Plaintiff and other delivery drivers who worked for Select One were improperly classified as independent contractors and did not receive minimum wage for all hours worked as a result of Select One’s compensation policies.² Select One’s “common policies” have harmed Plaintiff and the collective action members in a similar manner, and conditional certification is proper. See, e.g., Brown v. Club Assist Rd. Serv. U.S., Inc., 2013 WL 5304100, at *11 (N.D. Ill. Sept. 19, 2013) (conditional certification of former employee drivers improperly reclassified as independent contractors); Souran v. GrubHub Holdings, Inc., 2017 WL 11594472, at *4 (N.D. Ill. Feb. 3, 2017) (granting conditional certification to GrubHub drivers misclassified as independent contractors); Campbell v. Marshall Int’l, LLC, 623 F. Supp. 3d 927 (N.D. Ill. Aug. 25, 2022) (granting conditional certification to dancers misclassified as independent contractors); Butler v. Am. Cable & Tel., LLC, 2011 WL 4729789, at *1 (N.D. Ill. Oct. 6, 2011) (granting conditional certification to cable technicians improperly classified as independent contractors); see also Kelly v. Bluegreen Corp., 256 F.R.D. 626, 627 (W.D. Wis. 2009) (conditional certification of class of sales representatives misclassified as “exempt”); Betancourt v. Maxim Healthcare Servs., Inc., 2011 WL 1548964, at *1 (N.D. Ill. Apr. 21, 2011) (conditional certification of misclassified recruiters).³ Notice in this case should

² Specifically, Plaintiff and other delivery drivers were paid based on a percentage of the freight they delivered, without regard to the number of hours they worked, and had deductions – often totaling hundreds of dollars a week – taken out of their pay. As a result, Plaintiff’s pay was significantly below minimum wage for a number of the weeks he worked for Select One.

³ Sutton v. Diversity at Work Grp., Inc., 2020 WL 7364535, at *2 (S.D. Ohio Dec. 15, 2020) (conditional certification where independent contractor agreement misclassified delivery drivers as independent contractors); Hose v. Henry Indus., Inc., 49 F. Supp. 3d 906, 908 (D. Kan. 2014) (conditional certification of drivers, some of whom are retained by intermediary contractors, misclassified as independent contractors rather than employees); Holliday v. J S Exp. Inc., 2013 WL 2395333, at *1 (E.D. Mo. May 30, 2013) (class certification of Fleet Drivers providing courier services misclassified as independent contractors); Hager v. Omnicare, Inc., No. 2020 WL 5806627, at *12 (S.D.W. Va. Sept. 29, 2020) (conditional certification of pharmaceutical delivery drivers classified as independent contractors); Roldan v. Davis Bancorp, Inc., 2011 WL 13223731, at *1 (S.D. Fla. July 20, 2011) (class certification of South Florida drivers/couriers misclassified as independent contractors); Collinge v. Intelliquick Delivery, Inc., 2012 WL 3108836, at *1 (D. Ariz. July 31, 2012) (conditional certification of three categories of misclassified delivery drivers at IntelliQuick: freight driver, route drivers, and on-demand drivers).

issue as soon as possible. Unlike in a Rule 23 class action, a collective action under the FLSA is not “commenced” for opt-in plaintiffs (and the limitations period is not tolled) until his or her “written consent [to join the action] is filed in the court in which the action was commenced.” 29 U.S.C. § 256(b); see also 29 U.S.C. § 257 (The “statute of limitations [of] such action shall be considered to have been commenced as to [an opt-in plaintiff] when, and only when, his written consent to become a party plaintiff to the action is filed in the court in which the action was brought.”); Madden, 2009 WL 4757269, at *1 (“Collective actions under § 216(b) of the FLSA differ from Fed. R. Civ. P. 23 class actions in that potential participants in a FLSA collective action must join the action by ‘opting-in’”). As the Supreme Court explained in Hoffman-LaRoche, Inc. v. Sperling, 493 U.S. 165, 172-73 (1989), the issuance of early notice helps the court manage the case, allowing it to “ascertain the contours of the action at the outset.”

This Court should grant Plaintiff’s motion for conditional certification and allow notice to issue to other delivery drivers who have worked for Select One during the past three years and who were classified as independent contractors because, as set out below, Plaintiff has met his burden of making a modest factual showing that the Defendants have a common policy of (1) classifying delivery drivers as independent contractors; and (2) making deductions from delivery drivers’ pay, and forcing drivers to incur out-of-pocket expenses, which brought delivery drivers’ pay below minimum wage in some workweeks.

In connection with conditional certification, Plaintiff is entitled to discover the names, addresses, telephone numbers, email addresses, and dates of employment of similarly situated delivery drivers to inform them of this pending action. See Campbell, 623 F. Supp. 3d at 936 (ordering defendants to produce names, addresses, e-mails and telephone numbers for collective action members); Nehmelman, 822 F. Supp. 2d at 767 (finding plaintiff was entitled to discover the names, addresses, and telephone numbers of potential class members); Shumate, 2018 WL

259942 at *5 (plaintiff “is entitled to discover the names, addresses, telephone numbers, email addresses, and dates of employment of similarly situated employees to inform them of this pending action.”); Knox v. Jones Grp., 208 F. Supp. 3d 954, 963-64 (S.D. Ind. 2016) (noting that “nowadays, communication through email is the norm”) (citation omitted).

II. FACTUAL BACKGROUND

Defendant Select One, Inc. (“Select One”) provides refrigerated freight delivery services to various companies in Illinois and throughout the United States. According to its website, Select One is a “customer-focused trucking company” which has “one of the newest, most technologically advanced fleets on the road[.]” Select One website (attached hereto as Exhibit D). Id. In order to provide these delivery services, Select One uses drivers like Plaintiff. Dkt. 1, ¶¶ 1-3, 13. Select One’s website prominently advertises job openings for delivery drivers. See Ex. D.

While performing delivery services for Select One, Plaintiff and other delivery drivers were classified as independent contractors. Brown Decl. (attached hereto as Exhibit C) ¶ 2; Although they were classified by Select One as independent contractors, Plaintiff and other delivery drivers were, as a matter of economic reality, employees of Select One. Dkt. 1 ¶ 24. Plaintiff and other delivery drivers were required to undergo a background check and a drug test prior to beginning work for Select One. Ex. C ¶ 5. Plaintiff and other delivery drivers were also required to undergo orientation prior to beginning work for Select One. Ex. C ¶ 6; Ex. D (“Our [] orientation covers everything from company policies to safety procedures.”).

Delivery drivers working for Select One are subject to detailed rules, procedures and instructions set out by Select One: Select One’s website describes its extensive training program, explaining that “we have gone the extra mile to ensure that our drivers are equipped with the knowledge and tools to navigate safely.” Ex. D. Select One’s website also states that “our team of

drivers is ready to provide you with the transport service you need” and notes that [w]e make sure to follow all of the guidelines for your specific product, including temperature and humidity . . .” Id. Its website also notes that “we use top-notch technology and implement rigorous safety protocols to maintain the highest standards of safety at all times[.]” Id.

Plaintiff and other delivery drivers got their delivery assignments from Select One’s dispatchers, and were required to stay in contact with the dispatchers throughout the day, and follow Select One’s instructions, including the timeframe for pickup and delivery. Dkt. 1 ¶ 17; Ex. C ¶ 9. Plaintiff and other delivery drivers had the Select One logo on their trucks, and trailers, which were registered under Select One’s DOT number. Ex. C ¶ 7. Plaintiff worked for Select One full time, typically working up to 70 hours a week. Dkt. 1 ¶ 16; Ex. C ¶ 10. He could not – and did not – work anywhere else while working for Select One. Id. ¶¶ 10-11.

Select One paid Plaintiff a set rate for his deliveries, which Plaintiff could not negotiate. Ex. C ¶ 4. Select One took deductions out of the delivery drivers’ pay each week for various items, including truck and trailer payments, truck cleaning, an escrow deposit, highway taxes, IFTA payments, and GPS. Dkt. 1 ¶ 20; Ex. C ¶ 12. These deductions totaled hundreds, and sometimes thousands of dollars per week. Dkt. 1 ¶ 20. As a result of these deductions, there were weeks in which Plaintiff was not paid minimum wage. Ex. C ¶¶ 13, 15. In addition, Plaintiff incurred expenses in connection with his work for Select One for such items as cell phone payments and maintenance, which brought his pay further below minimum wage. Ex. C ¶ 14. For example, during the weeks of May 4, 2021 and April 15, 2022, Plaintiff was not paid anything, and his statements showed that he *owed* money to Select One. Ex. C ¶¶ 15.

III. ARGUMENT

A. The Lenient Standard for Conditional Certification under the FLSA

The FLSA allows workers to bring an action on a collective basis for themselves “and

other employees similarly situated.” 29 U.S.C. § 216(b). While the FLSA does not define the term “similarly situated,” courts “in this district and around the country have settled on a two-step procedure for dealing with collective actions under the FLSA.” Rottman, 735 F. Supp. 2d at 990 (quoting Hundt v. DirectSat USA, LLC, 2010 WL 2079585, at *2 (N.D. Ill. May 24, 2010)). At the first step, known as the “notice” stage, “[a] named plaintiff can show that the potential claimants are similarly situated by making a modest factual showing sufficient to demonstrate that they and potential plaintiffs together were victims of a common policy or plan that violated the law.” Flores, 289 F.Supp.2d at 1045 (citing Taillon v. Kohler Rental Power, Inc., 2003 WL 2006593, at *1 (N.D. Ill. Apr.29, 2003)) (internal quotation marks omitted). “Th[e] determination is made using a fairly lenient standard, and typically results in ‘conditional certification’ of a representative class.” Comer, 454 F. 3d at 547.

“[D]istrict courts generally allow the lead plaintiffs to ‘show that the potential claimants are similarly situated by making a modest factual showing sufficient to demonstrate that they and potential plaintiffs together were victims of a common policy or plan that violated the law.’” Fisher v. Michigan Bell Telephone Co., 665 F. Supp. 2d 819, 825 (E.D. Mich. 2009) (quoting Olivo v. GMAC Mtg. Corp., 374 F. Supp. 2d 545, 548 (E.D. Mich. 2004)). “Since the ‘similarly situated’ standard is a liberal one, it ‘typically results in conditional certification of a representative class.’” Rottman, 735 F. Supp. 2d at 990 (quoting Cameron–Grant v. Maxim Healthcare Services, Inc., 347 F.3d 1240, 1243 n. 2 (11th Cir. 2003) (quotation marks omitted)); Smallwood v. Illinois Bell Telephone Co., 710 F.Supp.2d 746, n. 4 (N.D. Ill. 2010).

Conditional certification typically takes place early on in the case, prior to discovery. See Heckler v. DK Funding, LLC, 502 F. Supp. 2d 777, 779 (N.D. Ill. 2007) (“the court may allow what is sometimes termed pretrial conditional certification, which allows notice of the case to be sent to the similarly situated employees, who have the opportunity to opt in as plaintiffs. The case

then proceeds as a collective action through further discovery.”); Persin v. CareerBuilder, LLC, 2005 WL 3159684 at *1 (N.D. Ill. Nov. 23, 2005) (“it is not until potential plaintiffs have been given a chance to ‘opt-in’ to the collective action and discovery is complete that the court more rigorously reviews whether the representative plaintiff and the putative claimants are in fact similarly situated so that the lawsuit may proceed as a collective action.”).

As a result, at the conditional certification stage, the court does not evaluate the merits of the case and does not make credibility determinations. Nicks v. Koch Meat Co., Inc., 265 F. Supp. 3d 841, 849 (N.D. Ill. 2017 (quoting Bergman v. Kindred Healthcare, Inc., 949 F. Supp. 2d 852, 855-56 (N.D. Ill. 2013)) (“At this initial stage, ‘[t]he court does not make merits determinations, weigh evidence, determine credibility, or specifically consider opposing evidence presented by a defendant.’”); Larsen v. Clearchoice Mobility, Inc., 2011 WL 3047484, at *1 (N.D. Ill. July 25, 2011) (“[T]he court does not resolve factual disputes or decide substantive issues going to the merits.”); Nehmelman, 822 F.Supp.2d at 751 (“[T]he court does not consider the merits of a plaintiff’s claims, or witness credibility”); see also Betancourt, 2011 WL 1548964, at *7 (“Defendant’s argument that plaintiff and the proposed class are not similarly situated with respect to how they actually perform their jobs and the issue of whether defendant properly classifies all or some of its Recruiters as exempt employees are more appropriately decided on a more developed factual record.”).

Conditional certification and court-supervised notice are typically granted under § 216(b). Hipp v. Liberty Nat’l Ins. Co., 252 F. 3d 1208, 1218 (11th Cir. 2001). In this case, the remedial purposes of the FLSA, as well as the goals of judicial economy, weigh heavily in favor of certification and issuing notice to all similarly situated delivery drivers who worked for Select One during the past three years. See Hoffman-La Roche, 493 U.S. at 170. Collective actions benefit the judicial system by enabling the “efficient resolution in one proceeding of common

issues of law and fact. . . .” Id. Further, a collective action gives these employees an opportunity to “lower individual costs to vindicate rights by the pooling of resources.” Id.

B. Plaintiff has Amply Met his Burden of Production and has a Made a Modest Factual Showing that a Group of Similarly Situated Individuals Exist

Where, as here, the Plaintiff has established the existence of common, FLSA-violating policies which applied to the collective action members, conditional certification is warranted. Plaintiff here has alleged that he and other delivery drivers were misclassified as independent contractors and were not paid minimum wage during some of the weeks in which they worked for Select One.⁴ Specifically, Plaintiff has identified Select One’s common policy of (1) misclassifying delivery drivers as independent contractors; and (2) taking deductions from their pay for various items, including including truck and trailer payments, truck cleaning, an escrow deposit, highway taxes, IFTA payments, and GPS, which totaled hundreds or even thousands of dollars a week, and forcing them to incur out-of-pocket expenses, which, in some weeks, brought the drivers’ compensation below minimum wage. This common policy is corroborated by Plaintiff’s detailed Complaint (Dkt. 1) as well as Select One’s website and Plaintiff’s declaration and the accompanying wage statements. See Exs. C-D.⁵

Courts in the Seventh Circuit and beyond have granted conditional certification in misclassification cases involving delivery drivers subjected to common employer policies notwithstanding the far-reaching geographic areas that these drivers service in the scope of their employment. In Brown, this court conditionally certified a class of emergency roadside drivers,

⁴ Courts in this Circuit do not require a showing of interest at the conditional certification stage. As one court explained, “Defendants’ argument that [plaintiff] must produce evidence that other employees wish to join the class before the class notice may be sent puts the cart before the horse.” Heckler, 502 F. Supp. 2d at 780.

⁵ At the conditional certification stage, “[t]he Court analyzes the pleadings and any affidavits to determine whether [the required] modest showing is made.” Williams v. Angie’s List, Inc., 223 F. Supp. 3d 779, 783 (S.D. Ind. 2016) (citing Knox, 208 F.Supp.3d at 958).

who were formerly classified as hourly employees but had their employment status changed to independent contractors. 2013 WL 5304100, at *1-*2. As a result of the change, the drivers were subject to a multitude of new restrictions, requirements, and fees to continue delivering for their employer. Id. at *2-*3. Plaintiffs met their burden of demonstrating that they were subject to a common policy through “sworn declarations attesting to the degree of control that Defendant maintained over their work and...that Defendant used a form contract to dictate the terms of its relationship with all of its drivers.” Id. at *13. see also Souran, 2017 WL 11594472, at *4 (“the alleged FLSA infraction and resulting injury sustained by the putative class members is the same, i.e., the policy of incorrectly classifying Plaintiffs as independent contractors resulting in Defendants’ failure to compensate drivers at minimum wage and for overtime”); Hall v. U.S. Cargo & Courier Serv., LLC, 299 F. Supp. 3d 888, 896 (S.D. Ohio 2018) (“all I.C. Drivers were required to comply with Defendant's grooming and appearance standards . . . receive[d] routes directly from Defendant . . . [were] paid . . . at a rate determined by Defendant...[and] signed the same Agreement”); Collinge, 2012 WL 3108836, at *3 (“the declarations of the named plaintiffs support their position that they, and others in the proposed class, were subjected to a single policy or plan that included misclassification as independent contractors and did not include overtime pay or, in some cases, minimum wages”); Martinez v. First Class Interiors of Naples, LLC, 2019 WL 4242409, at *7 (M.D. Tenn. Sept. 6, 2019) (“The Court finds that Plaintiffs have sufficiently alleged that they are similarly situated to some putative members of the Last Paycheck Class . . . the claims of the Last Paycheck Class will proceed under a single theory [] — that Defendants’ decision not to pay members of the Last Paycheck Class for their last two weeks of work . . .

amounts to a minimum wage violation under the FLSA.”).⁶

Moreover, the scope of the proposed collective is proper. See Holliday, 2013 WL 2395333 at *7 (certifying class of drivers employed in 13 different states who “have made substantial allegations that the putative class of courier or fleet drivers were together the victims of a single decision, policy or plan”); Kelly, 256 F.R.D. at 630-31 (granting conditional certification of sales representatives at all 26 defendant sales centers rather than geographically limiting to the four sales centers where declarants worked in Wisconsin, Georgia, Pennsylvania, and South Carolina due to evidence of a company-wide policy that led to the violations because “Where an apparent company-wide policy is behind the alleged FLSA violations, the plaintiff seeking certification for a company-wide class action should not be required to collect specific violations from each location or from each state before seeking authorization to provide notice to employees from all locations”); Kurgan v. Chiro One Wellness Centers LLC, 2014 WL 642092, at *4 (N.D. Ill. Feb. 19, 2014) (certifying class of workers at 75 wellness centers in Illinois, Kentucky, and Texas finding that “geographic commonality is not necessary to satisfy the FLSA collective action's ‘similarly situated’ requirement.... Rather, the focus is on whether the employees were affected by a common policy”); Grosscup v. KPW Mgmt., Inc., 261 F. Supp. 3d 867, 875 (N.D. Ill. 2017) (conditional certification granted because plaintiffs “made the required “modest” showing of a common policy among the defendants' 23 franchise locations” in Illinois and Maryland).

⁶ Courts in this District have additionally granted conditional certification in cases alleging misclassification of other types of workers when there has been sufficient showing of a common employer policy or plan that violated the law. See Campbell, 623 F.Supp.3d at 931 (common practice in violation of the FLSA by misclassifying dancers); Russell v. Illinois Bell Tel. Co., 575 F. Supp. 2d 930, 937 (N.D. Ill. 2008) (finding sufficient evidence that “call center employees were subject to a common policy requiring them to work before and after their tours and during their paid breaks and that they did not receive overtime compensation for doing so” to grant conditional certification); Lechuga v. Elite Eng'g, Inc., 503 F. Supp. 3d 741, 743 (N.D. Ill. 2020) (granting conditional certification of misclassified cable technicians); Dennis v. Greatland Home Health Servs., Inc., 438 F. Supp. 3d 898, 900 (N.D. Ill. 2020) (granting conditional certification of class of home health care nurses for common practice of “paying plaintiff and 30-50 other Clinicians a set rate for each home visit, an hourly rate for training and staff meetings, and not compensating them for tasks related to patient care and documentation outside of home visits”).

C. Plaintiff's Proposed Notice and Plan of Distribution is Proper

The Court should approve Plaintiff's proposed notice plan. Plaintiff's proposed Notice, attached as **Exhibit A**, as "timely, accurate and informative." *Hoffmann-La Roche*, 493 U.S. at 172. The format of the notice proposed by Plaintiff in this case has been approved by a number of courts around the country. The "efficiencies enabled by [collective action] can only be realized if 'employees receiv[e] accurate and timely notice concerning the pendency of the collective action, so that they can make informed decisions about whether to participate.'" *Knox*, 208 F. Supp. 3d at 963. In *Cobb*, the court approved notice to members of the collective via U.S. Mail, a case website, and e-mail communications. 2020 WL 4351349, at *4.

Plaintiff seeks leave to send the notice and consent form by First Class Mail, e-mail⁷ and text message⁸ to all individuals who have worked as delivery drivers for Select One within the last three years⁹ and who were classified as independent contractors.

⁷ E-mail is increasingly recognized by courts as an effective method for providing notice. *See, e.g., Syed v. M-I, L.L.C.*, 2014 WL 6685966, at *8 (E.D. Cal. Nov. 26, 2014) (stating: "email is an increasingly important means of contact" and ordering that notice be sent via U.S. Mail and email); *Guy v. Casal Institute of Nevada, LLC*, 2014 WL 1899006 (D. Nev. May 12, 2014) ("email is an efficient, reasonable, and low cost supplemental form of notice"); *In re Deloitte & Touche, LLP Overtime Litig.*, 2012 WL 340114, at *2 (S.D.N.Y. Jan. 17, 2012) (granting request for notice by e-mail); *Snively v. Peak Pressure Control, LLC*, 174 F. Supp. 3d 953, 962 (W.D. Tex. 2016) (same); *Butler v. DirectSAT USA, LLC*, 876 F. Supp. 2d 560, 575 (D. Md. 2012) (same).

⁸ A number of courts in recent years have recognized that notice by text message is an appropriate and effective way of informing them of their right to opt in to a case under the FLSA and have approved such notice. *See, e.g., Campbell*, 623 F.Supp.3d at 935 (citing *Dennis*, 438 F. Supp. 3d at 902) ("any moderate intrusion caused by such a text message [or email] is outweighed by the interest in apprising all potential class members of this action."); *Avendano v. Averus, Inc.*, No. 14-cv-01614 (D. Colo. Oct. 25, 2016); *Vasto v. Credico (USA) LLC*, 2016 WL 2658172, at *16 (S.D.N.Y. May 5, 2016) (approving notice by mail, e-mail and text message); *Eley v. Stadium Group, LLC*, 2015 WL 5611331, at *3 (D. D.C. Sept. 22, 2015) (approving distribution of FLSA collective action notices via mail, email and text message). Moreover, According to a Pew Research Institute report, approximately 36 million Americans move each year and often take their cell phone numbers with them: 10 percent of U.S. adults have cell phone numbers that don't match the state they live in; and 40 percent of urban dwellers have a number that doesn't match the city where they live <https://pewrsr.ch/2Ua8kht> (last visited April 25, 2023).

⁹ A three-year notice period is proper at the conditional certification stage where, as here, Plaintiff's a "willful" violation of the FLSA. *See, e.g., Frebes v. Mask Rests., LLC*, 2014 U.S. Dist. LEXIS 63531, at *12 (N.D. Ill. May 8, 2014) ("because there is not a high bar for giving notice under the [FLSA's] three-year statute of limitations, we will apply a three-year statute of limitations at this [i.e., notice] stage in the litigation."

In order to effectuate this notice, Plaintiff requests that the Court order Defendants to produce, within 14 days of its Order granting conditional certification, the names, last known mailing and email addresses, and telephone numbers for all of these individuals. Courts granting conditional certification routinely order defendants to produce this information to facilitate notice to the collective.¹⁰ Once Defendants have produced the Collective List and Notices have been issued, collective action members should have 90 days to return a signed consent form.¹¹ Finally, Plaintiffs request that a reminder notice be sent 45 days prior to the close of the opt-in period.¹²

IV CONCLUSION

For the foregoing reasons, the Court should grant Plaintiff's Motion for Conditional certification on an expedited basis and authorize Plaintiff to issue notice of this action to all delivery drivers who worked for Select One in the United States during the past three years and were classified as independent contractors.

¹⁰ See Sylvester, 2013 WL 5433593, at *6 (“the defendants should produce the names, unique employee ID numbers, addresses, and telephone numbers of all potential opt-in class members to the plaintiffs’ counsel.”); Nehmelman, 822 F. Supp. 2d at 767 (ordering defendants to provide “names, addresses, email addresses and telephone numbers” for potential opt-ins to plaintiffs).

¹¹ See, e.g., Imel, 2020 WL 2840022 at *7 (providing for 60 days’ notice); Swarthout, 2011 WL 6152347 at *5 (finding a 90-day response time is not inappropriate or excessive); see also Benion v. Lecom, Inc., No. 15-14367, 2016 WL 2801562, at *11 (E.D. Mich. May 13, 2016) (citing Hoffmann-La Roche, 493 U.S. at 170) (approving 90-day notice period proposed by the plaintiffs).

¹² “[R]eminder notices are regularly authorized because they further ‘[t]he purpose of a step-one notice,’ which is ‘to inform potential class members of their rights.’” Campbell, 623 F.Supp.3d at 935 (internal quotes omitted).

April 10, 2024

Respectfully submitted,

/s/ Olena Savytska

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon all counsel of record through the Court's ECF system this 10th day of April, 2024.

s/ Olena Savytska
Olena Savytska

Exhibit A

**COURT-AUTHORIZED NOTICE OF YOUR RIGHT TO “OPT-IN” TO CLAIMS
BROUGHT UNDER THE FLSA AGAINST SELECT ONE, INC**

United States District Court for the Northern District of Illinois

Brown et al. v. Select One, Inc. et al.

CIV. CASE NO. No. 1:24-cv-00903-LCJ

[DATE], 2024

Dear current or former Select One driver:

Enclosed is a consent form allowing you to “opt-in” to participate in a case that has been filed by Jasmine Brown, who worked as a delivery driver for Select One, Inc (“Select One”) and was classified as an independent contractor. This case has been brought on behalf of individuals who worked as delivery drivers for Select One in the United States during the past three years, were classified as independent contractors, and were not paid minimum wage for all hours worked. **This is a court authorized notice.**

According to Select One’s records, you may be eligible to participate in this case because you have worked as a delivery driver for Select One during the last three years and were classified as an independent contractor. In order to participate in the case, and obtain a portion of any judgment or settlement that may be entered in the delivery drivers’ favor, you must complete and return this consent form to the address below by **no later than [90 days after conditional certification], 2024.**

In this lawsuit, the Plaintiff alleges that Select One violated the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, by improperly classifying its delivery drivers as independent contractors, and, as a result, has failed to pay them minimum wage for all hours worked.

The case is at an early stage, and there has not been a decision by the court as to whether the Plaintiff’s position or Select One’s position is the correct one. There has also not been any settlement reached. If you do not return the enclosed consent form by **[90 days after conditional certification]**, you may not be considered part of this case and may be unable to receive a share of any settlement or judgment that the Plaintiffs may obtain. If you do participate in the case, you will be bound by any ruling entered by the court or settlement reached by the parties. Jasmine Brown, who initiated this case, will work with Plaintiff’s counsel to make decisions regarding the progress of this litigation, and we welcome your input as well into those decisions. You may also be asked to be a witness or to provide evidence in the case, although not all individuals who submit a consent form will be required to do so.

Again, to join this case, you must return the enclosed “opt-in” consent form by mail, e-mail or fax to the address below no later than [90 days after conditional certification]. In the meantime, if you have any questions, do not hesitate to contact Plaintiffs’ counsel at the phone numbers or e-mails provided below.

Bradley Manewith
Lichten & Liss-Riordan, P.C.
500 Lake Cook Rd., Suite 350
Deerfield, IL 60015
Telephone: (617) 994-5800
bmanewith@llrlaw.com

Harold L. Lichten
Olena Savytska
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston St., Suite 2000
Boston, Massachusetts 02116
Telephone: (617) 994-5800
hlichten@llrlaw.com
osavytska@llrlaw.com

This notice has been authorized by the United States District Court for the Northern District of Illinois. Please do not contact the court; you may contact the counsel listed above with any questions you have.

Yours truly,

Bradley Manewith

Exhibit B

CONSENT TO JOIN COLLECTIVE ACTION

Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)

United States District Court for the Northern District of Illinois

Brown et al. v. Select One, Inc. et al.

CIV. CASE NO. No. 1:24-cv-00903-LCJ

1. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. I hereby consent, agree, and “opt in” to become a plaintiff herein and to be bound by any judgment by the court or any settlement of this action.

2. I work/worked as a delivery driver for Select One, Inc. from on or about _____(date) to _____(date).

3. During my employment, I was not classified as an employee, and was not paid minimum wage for all hours worked.

4. I hereby designate the law firm of Lichten & Liss-Riordan, P.C. to represent me for all purposes in this action.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff’s Counsel concerning attorneys’ fees and costs (with the understanding that Plaintiff’s Counsel are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys’ fees), and all other matters pertaining to this lawsuit.

Signature: _____ Date: _____

Name: _____

Address: _____

Telephone: _____ E-Mail: _____

COMPLETE AND RETURN TO:

LICHTEN & LISS-RIORDAN, P.C.

729 Boylston Street, Suite 2000

Boston, MA 02116

Tel: (617) 994-5800

Fax: (617) 994-5801

www.llrlaw.com

claims@llrlaw.com

Exhibit C

8. I had to make deliveries in accordance with the instructions Select One's dispatchers gave me.
9. While making deliveries for Select One, I was required to keep in contact with Select One's dispatchers to take their instructions as to which loads to haul, and where and when to pick up and drop off these loads.
10. I made deliveries for Select One full-time, up to 70 hours a week. I did not have time to work anywhere else while working for Select One.
11. I was also unable to work for another delivery company because the truck I drove was registered under Select One's DOT number, which meant that I could only make deliveries for Select One.
12. Select One took a number of deductions from my pay, including for truck and trailer lease payments, an escrow fund, and truck cleaning, among others.
13. For a number of weeks in which I worked for Select One, these deductions brought my pay below minimum wage. See pay statements attached hereto as Exhibit 1.
14. I also had to pay for certain items, such as cell phone payments and truck maintenance, out of pocket. These expenses further reduced my take-home pay.
15. There were several weeks during my work for Select One in which I was not paid any wages. For example, for the pay period ending May 4, 2021, my pay statement showed that I owed \$250.14 to Select One. Similarly, for the pay period ending March 15, 2022, Plaintiff's pay statement showed that I owed \$240.28 to Select One.
16. It is my understanding based on my orientation and subsequent visits to Select One's office and yard, other delivery drivers working for Select One were also classified as independent contractors, were subject to the same rules and requirements for deliveries, were paid based on a percentage of the load, and were subject to various deductions during their time working for Select One.
17. In addition, I spoke with at least one other driver who worked for Select One who had similar deductions taken out of his pay, and whose pay fell below minimum wage.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this ¹⁰ ___ day of April, 2024

Jasmine Brown

Jasmine Brown

Exhibit 1

05/06/2021 1414

Owner Operator Settlement Summary

Page 1

Select One, Inc.

9550 W Sergo Dr., Suite 111, McCook, IL, 60525, Phone: 260-307-2500

Check # : D0002802

Check date: 05/06/2021

Period ending: 05/04/2021

Email: jazz101.sb@gmail.com

For JASMRONC Jasmine Brown

Origin	Destination	Loaded	Miles	Tractor	Ship DT	Gross Pay	Rate	Net Pay
SETTLEMENT 0009789								
LOUISVILLE	OH HENDERSON	NC Loaded	541.0	5086	04/27/21		1.5000 Per mile	\$811.50
PITTSBURGH	PA LOUISVILLE	OH Empty	92.0	5086	04/25/21		1.5000 Per mile	\$138.00
ORDER TOTAL								<u>\$949.50</u>

SUBTOTAL FOR TRACTOR 5086ORDER PAY: \$949.50**RECURRING DEDUCTIONS/EARNINGS**

Type	Description	Memo	Unit	Method	Rate	
Deduction	Maintenance Escrow		633.0 MIL	Per distance	0.080	<u>-\$50.64</u>
						<u>-\$50.64</u>

DEDUCTIONS

Order Number	Description	Memo	Date	Unit	Rate	
	Truck Lease Stay Strong Log.		05/04/21	1.00	799.000	-\$799.00
	Truck insurance		05/04/21	1.00	80.000	-\$80.00
	Escrow Deduction		05/04/21	1.00	125.000	-\$125.00
	IFTA		05/04/21	1.00	50.000	-\$50.00
	Registration		05/04/21	1.00	50.000	-\$50.00
	OCC Accident Insurance		05/04/21	1.00	40.000	-\$40.00
	GPS Weekly		05/04/21	1.00	5.000	-\$5.00
						<u>-\$1,149.00</u>

PAY SUMMARY

ORDER PAY:	<u>\$949.50</u>
TOTAL GROSS EARNINGS:	\$949.50
DEDUCTIONS:	<u>-\$1,199.64</u>
NET PAY:	<u>-\$250.14</u>

DISPATCH SUMMARY

ORDERS:	1
MOVES:	2
LOADED MILES:	541.0
EMPTY MILES:	<u>92.0</u>
TOTAL MILES:	<u>633.0</u>

05/06/2021 1414

Owner Operator Settlement Summary

Page 2

Select One, Inc.

9550 W Sergo Dr., Suite 111, McCook, IL, 60525, Phone: 260-307-2500

Check # : D0002802

Check date: 05/06/2021

Period ending: 05/04/2021

Email: jazz101.sb@gmail.com

For JASMRONC Jasmine Brown

Origin	Destination	Loaded	Miles	Tractor	Ship DT	Gross Pay	Rate	Net Pay
--------	-------------	--------	-------	---------	---------	-----------	------	---------

ESCROW ACTIVITY

2100-000-00	Maintenance Escrow Liability							
	PREVIOUS BALANCE:					\$2,026.85		
	DEPOSITS:					\$50.64		
	NEW BALANCE:					<u>\$2,077.49</u>		
2105-000-00	Driver Escrow							
	PREVIOUS BALANCE:					\$1,500.00		
	DEPOSITS:					\$125.00		
	NEW BALANCE:					<u>\$1,625.00</u>		

YTD SUMMARY

EARNINGS:	\$47,950.50
-----------	-------------

Jasmine Brown
 564 Starling Way
 564 Starling Way
 Rocky Mount NC 27803

03/17/2022 1421

Owner Operator Settlement Summary

Page 1

Select One, Inc.

23937 S Northern Illinois Dr, Channahon, IL, 60410, Phone: 260-307-2500

Check # : D0004924

Check date: 03/17/2022

Period ending: 03/15/2022

Email: jazz101.sb@gmail.com

For JASMRONC Jasmine Brown

Origin	Destination	Loaded	Miles	Tractor	Ship DT	Gross Pay	Rate	Net Pay
--------	-------------	--------	-------	---------	---------	-----------	------	---------

DEDUCTIONS

Order Number	Description	Memo	Date	Unit	Rate	
	Truck cleaning		03/15/22	1.00	400.000	-\$400.00
	Mattress		03/15/22	1.00	300.000	-\$300.00
	Invoice 2256		03/15/22	1.00	475.000	-\$475.00
						<u>-\$1,175.00</u>

REIMBURSEMENTS

Order Number	Description	Memo	Date	Unit	Rate	
	Escrow Refund		03/15/22	1.00	1750.000	\$1,750.00
						<u>\$1,750.00</u>

PAY SUMMARY

DEDUCTIONS:	-\$1,175.00
PREVIOUS BALANCE:	-\$815.28
EXPENSE REIMBURSEMENTS:	<u>\$1,750.00</u>
NET PAY:	<u>-\$240.28</u>

DISPATCH SUMMARY

ORDERS:	0
MOVES:	0
LOADED MILES:	0
EMPTY MILES:	<u>0</u>
TOTAL MILES:	<u>0</u>

ESCROW ACTIVITY

2100-000-00	Maintenance Escrow Liability	
	PREVIOUS BALANCE:	\$0.00
2105-000-00	Driver Escrow	
	PREVIOUS BALANCE:	\$1,750.00
	WITHDRAWALS:	<u>-\$1,750.00</u>
	NEW BALANCE:	<u>\$0.00</u>

03/17/2022 1421

Owner Operator Settlement Summary

Page 2

Select One, Inc.

23937 S Northern Illinois Dr, Channahon, IL, 60410, Phone: 260-307-2500

Check # : D0004924**Check date: 03/17/2022****Period ending: 03/15/2022****Email: jazz101.sb@gmail.com****For JASMRONC Jasmine Brown**

Origin	Destination	Loaded	Miles	Tractor	Ship DT	Gross Pay	Rate	Net Pay
--------	-------------	--------	-------	---------	---------	-----------	------	---------

YTD SUMMARY

EARNINGS: \$5,019.20

Jasmine Brown
564 Starling Way
564 Starling Way
Rocky Mount NC 27803

Exhibit D



Apply Now



Climate-Controlled Freight Transport for McCook, IL

Freight transport is a huge part of businesses nowadays, and that is especially true if you need to ship large or bulk items that are sensitive to temperature changes. Whether you need to transport food, pharmaceuticals, electronics, or plants, Select One offers climate-controlled transportation to get your items from point A to point B in the McCook, IL, area without any damage. Call us today to learn more.

Climate-Controlled Freight Transport

With the explosion of online shopping, shipping and freight transportation are bigger than ever. Select One helps you stay on top of your orders and your product management supply line with our transportation services. We use the most modern and cutting-edge technology and trucks to ensure that your sensitive items have the protection they need.

We make sure to follow all of the guidelines for your specific product, including temperature and humidity, so that everything stays fresh, safe, and protected throughout the trip. Our team also packs each load and each truck with intense care so that there isn't any jostling or accidents on the road.

So if you need to ship any kind of sensitive materials in the McCook, IL, area, you can rely on Select One to get the job done right. We are committed to going the extra mile for each of our customers, and we're confident that you will love working with us.

Professional Services

Select One has been in business for seven years now, and we plan to continue to serve our clients for years to come. We always put your needs first, and our team of drivers is ready to provide you with the transport service you need, no matter the cargo. As a privately owned, owner-operator-run business, we focus on professional quality and friendly service.

Give us a call at [\(260\) 307-2500](tel:(260)307-2500) to get started.



24051 S Northern Illinois Dr.
Channahon, IL 60410



(260) 307-2500



info@selectoneinc.net



Mon - Fri: 7:00 AM to 5:00 PM

Weekends: Closed

Technical Support by Phone 24 Hours

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THE NO RISK WAY TO BE YOUR OWN BOSS!

Drive With Select One and Enjoy

- No Money Down
- No Credit Check
- No Balloon Payment
- Full Service Maintenance Program - Never Pay out of Pocket !

WHY LEASE PURCHASE

If you're always wanted to own your own truck and start your own business, now you can get rolling with little more than a handshake.

Lease to Own: Your Journey. Your Truck, Your Success!

Owning a truck has always posed challenges, from stringent terms to escalating equipment costs. However, Select One offers a straightforward route to ownership, featuring a diverse lineup of premium trucks and lease terms tailored to drivers. Our lease-purchase program prioritizes granting you the control you deserve as an operator. Select a plan aligned with your requirements, and rely on us to support your efforts, contributing to your success journey.

Lease Highlights:

- Enjoy a reliable weekly revenue stream for financial freedom
- Flexible lease agreements enable you to exit on your terms,
- Secure ownership of your truck at lease end,
- Access only impeccably maintained, top-of-the-line trucks and trailers.

Home Time:

At Select One, we offer more than just truck ownership, we provide a steady workflow to ensure reliable pay. Empowering operators to select their routes and distances puts control back in their hands. Recognizing the importance of balancing work and personal life, we value drivers with diverse needs. Some choose to return home every other week, while others prefer longer stretches on the road. Our most successful contractors typically schedule home time every 2 to 3 weeks.



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Safety Excellence At Select One Inc: Your Journey Starts With Safety

At Select One Inc, we pride ourselves on prioritizing safety as the cornerstone of our trucking operations. As a testament to our commitment, we not only meet but exceed industry safety standards. We understand that the road can present unexpected challenges and that's why we have gone the extra mile to ensure our drivers are equipped with the knowledge and tools to navigate safely.

Online Orientation: A Seamless Start to Your Journey

1. **Convenience at Your Fingertips:

Experience a seamless onboarding process with our online orientation. We understand the value of your time, and our virtual orientation allows you to complete essential training from the comfort of your own space.

2. **Comprehensive Introduction:

Our online orientation covers everything from company policies to safety procedures. Get acquainted with our values, expectations, and the tools you need to thrive in a safety-centric environment,

3. **Interactive Learning:

Engage in interactive modules that make learning enjoyable and effective. Our online platform provides a dynamic learning experience, ensuring you absorb crucial safety information that will serve you well on the road

Online Safety Classes: Empowering Drivers for Success

1. **Tailored Curriculum:

Our online safety classes are designed with your success in mind. Delve into modules specifically crafted to address the unique challenges of the trucking industry, focusing on accident prevention, defensive driving, and emergency response

2. **Accessible Anytime, Anywhere:

We understand the dynamic nature of a trucker's schedule. Our online safety classes are accessible 24/7, allowing you to enhance your skills at your own pace wherever you may be

3. **Certification for Confidence:

Successfully completing our online safety classes not only equips you with essential knowledge but also provides certification, reinforcing your commitment to safety. These certifications stand as a testament to your dedication to excellence on the road

Your Safety. Our Priority

1. **Continuous Learning Culture:

Safety is not a one-time event, it's a continuous journey. At Select One Inc, we foster a culture of continuous learning. Our commitment to safety goes beyond compliance, it's about empowering our drivers to make informed decisions on the road

2. **Empowering Drivers for Success:

Chat

We believe that well-trained drivers are safer drivers. By offering online orientation and safety classes, empower you with the knowledge and skills needed to navigate the highways confidently and responsibly

Join the Select One Inc Family

Embark on your trucking journey with a company that puts your safety first Join the Select One Inc family and experience a culture where safety is not just a priority-it's a way of life. Your safety matters, and so does your success on the road Start your journey with Select One Inc today.



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About Us

Your Trusted **LOGISTICS PARTNER**

About Us

Established in 2014 and headquartered in Channahon, Illinois, Select One is a privately-owned company dedicated to delivering excellence in transportation services.

Our Mission

At Select One, our mission is clear, to provide exceptional transportation solutions while prioritizing the satisfaction and safety of our customers and drivers.

Driving Reefer and VAN Freight

Specializing in Reefer and VAN freight, we understand the unique needs of each shipment and strive to deliver them with precision and care. Our experienced team is committed to ensuring that your goods arrive safely and on time, every time.

Customer and Driver Priority

Our customers and drivers are at the heart of everything we do. We believe that by prioritizing their needs and satisfaction, we can achieve success together. From providing personalized service to offering competitive pay and benefits for our drivers, we are dedicated to fostering strong and lasting relationships.

Top-Notch Equipment and Technology

At Select One, we invest in the best equipment and technology to ensure that our operations run smoothly. From state-of-the-art trucks to cutting-edge tracking systems, we leverage the latest innovations to optimize efficiency and reliability.

Safety First

Safety is our top priority at Select One. We understand the importance of protecting our drivers, customers, and everyone else on the road. That's why we use top-notch technology and implement rigorous safety protocols to maintain the highest standards of safety at all times.

[Chat](#)



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Going Beyond

We are the single source of all your transportation needs

Book Now

Customer-Focused **TRUCKING COMPANY**

Committed to Your Success

Welcome to Select One

We are a 100% asset-based carrier, we specialize in both dry van and reefer freight services with one of the newest, most technologically advanced fleets on the road. We provide “best in class” service, focused primarily on high-density lanes throughout the Midwest, Mid-Atlantic, South, Southeast Southwest parts of the United States. At Select One, safety is our top priority. We go above and beyond to ensure the well-being of our drivers and customers. Our unwavering commitment to safety standards sets us apart in the industry.. We deeply value the relationships we have built with our drivers and customers.

By prioritizing their needs, we create a harmonious and mutually beneficial partnership that drives our success. Join us on our journey as we continue to provide exceptional transportation solutions with a focus on safety, care, and unparalleled customer satisfaction.



We're Not Just Freight Movers

Select One is the single source of all your transportation needs.

We leverage our combined years of experience and an extensive, modern fleet to provide the safest, efficient, customer-focused transportation and freight solution available.

\$0 DOWN
No Risk



www.selectoneinc.net



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