



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Tennessee Division
640 Grassmere Park, Suite 111,
Nashville, TN 37211

Complaint ID: 100136452
9/11/2019

██████████
349 Decatur St Se , Apt 1420
Atlanta, GA 30312

Dear Mr. or Ms. ██████████ :

Thank you for your submission to the Federal Motor Carrier Safety Administration's (FMCSA) National Consumer Complaint Database (NCCDB). Your complaint indicated you believe that LZ TRANS INC may be in regulatory noncompliance. We appreciate you notifying us about your concerns regarding the operations of this company. FMCSA is concerned about violations of the Federal Motor Carrier Safety Regulations, the Hazardous Materials Regulations, and the Federal Motor Carrier Commercial Regulations by motor carriers, cargo tank manufacturing, inspection and repair facilities, and brokers and freight forwarders and their employees.

Your complaint number is 100136452. Please refer to this number when submitting additional information or checking on the status of your complaint.

In filing a complaint with FMCSA, you were asked if you agreed to allow FMCSA to share the details of your complaint and/or your contact information with the reported company. Your decision will be respected and your privacy maintained accordingly. Your complaint information will be maintained in FMCSA's NCCDB and may be used by FMCSA for in-house analytical and statistical purposes. This information may also be used for enforcement purposes. You may be contacted to provide additional information and documentation or if FMCSA decides to initiate enforcement action against the company. You would be informed of disclosure considerations and FMCSA's obligations under the Freedom of Information Act (FOIA) at that time.

If your allegations are found to be valid, we will investigate and inform you of our findings and actions taken. If you need more information or have questions, you may call our nationwide toll-free hotline for the NCCDB at 1-888-DOT-SAFT (368-7238) from 8am-8pm, Mon-Fri, EST. Thank you for your interest in roadway safety.

Sincerely,

Stephanie Mann
Division Administrator

- Compose
- Inbox 190
- Starred
- Snoozed
- Sent
- Drafts 20
- Business Management
- BOL
- Lemar +

Hello Rodney

With the last package that was delivered that was all the fuel receipts and BOL's . I sent previous package with BOL's and Fuel receipts prior to that one. Every BOL and Fuel receipts I sent , my driver provided a email copy as well and I have deliver conformation.

I provided full access to Williams logs through my ELD system to your staff , which has to be acceptable because you paid me the previous weeks with viewing his logs that way. With access you can see all of William logs in real time and you have the option to download. So you can pull down any info you need that was the reason for providing you with full access.

One thing that still hasn't been addressed is the final load that William deliverer that your dispatch (Mark) never disclosed the rate about to him or never sent me a rate amount on the load either. William delivered it on time as usual thinking the rate was sent to me and when I notified him it wasn't we both was very concern about this matter. That load is to be paid on this following Friday. (Aug 30)

So right now you are holding two settlement payments. (Aug 23 & 30) That last load goes on the upcoming pay period . So You do know by not disclosing the load or rate amount (which you agree in our contract to do) and not paying for services that where provided and completed as agree upon is consider theft by deception.

You also know by us providing a week in the hole when signing on to you means last week check is already owed to us and the following check is the final check you would have right to hold.

Last but not least it states in our agreement that this agreement shall be month to month or yearly but may be sooner terminated by either party following the completion of any existing commitments after (10) days notice to the other party. Failure to give 10-days notice will result in a \$1500 charge from either party. LZT has the right to waive the 10 days notice due to unlawful acts or actions deemed to impact LZT authority to operate.

This situation was simply a miscommunication between your lead dispatch officer my driver and myself. Which falls under non- compliant with company policy but no unlawful acts or actions where deemed.

Please once again can you release our last weeks check base on the fact that I have provide everything that is require of us and provide me with the load information and rate sheet for the final load we delivered so I know what our final settlement (Aug 30th) amount should be.

Thank you for your understanding . I look forward to your reply



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