



SUPREME COURT OF GEORGIA  
Case No. S00Y1947

Atlanta JAN 05 2001

The Honorable Supreme Court met pursuant to adjournment.

The following order was passed:

IN THE MATTER OF JAMES E. TRAMEL

This disciplinary matter is before the Court on the special master's report and recommendation that James E. Tramel be given a Review Panel reprimand for his violation of Standard 44 (lawyer shall not without just cause to the detriment of his client in effect wilfully abandon or disregard a legal matter entrusted to him) of Bar Rule 4-102 (d). The special master filed his report directly in this Court pursuant to Bar Rule 4-217 (c) as neither party requested a review by the Review Panel. Accordingly, both parties are deemed to have waived any right they may have had under the rules to file exceptions with or make requests for oral argument to this Court.

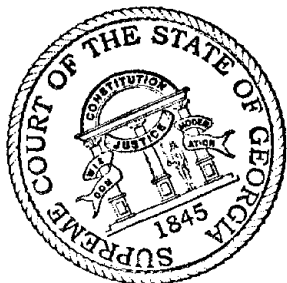
The State Bar filed a Formal Complaint against Tramel, who has been a member of the Bar since 1985, alleging violations of Standards 22 (b) (lawyer shall not withdraw from employment until he has taken steps to avoid foreseeable prejudice to the rights of his client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled and complying with applicable laws and rules); 23 (lawyer who withdraws from employment shall refund promptly any part of a fee paid in advance that has not been earned); and 44. Tramel answered the complaint and denied the allegations, and the special master conducted an evidentiary hearing on April 18, 2000.

The special master found that on June 1, 1998, a client retained Tramel to represent him in connection with a claim against the U. S. Army for overtime pay, and gave Tramel a check for \$1,500.00. There was no fee contract; the parties agreed that this would be a flat fee for services rendered and Tramel kept no time records of work performed on the client's behalf. The client retained Tramel after a grievance he filed with the Army produced no results. Tramel advised the client that he would file a civil suit on about July 20, 1998, but no suit ever was filed. The client attempted to reach Tramel on numerous occasions, but spoke to him only once or twice. Tramel wrote the client's employer about the overtime pay but, becoming frustrated with the lack of action, the client wrote Tramel on September 28, 1998 about Tramel's failure to return phone calls. Tramel did not respond in writing to the letter. In December 1998 the client again wrote to Tramel seeking a status report and indicating that he had spoken with the State Bar about the case. Tramel responded, promising to have the case resolved by January 1, 1999 but, when that did not happen, the client continued to attempt to reach Tramel without success. On February 22, 1999, Tramel wrote the client about some documentation requested by the Army, which the client himself took directly to the Army attorney. On June 17, 1999, the client filed a grievance with the State Bar, to which Tramel replied that by August 1, 1999

he would provide the client a detailed summary of his work and refund any appropriate fee, as well as return any of the client's or the Army's documents. On July 19, 1999, the Army attorney faxed to Tramel a settlement offer, but Tramel never sent a copy to the client, who only found out about it from the Army attorney sometime in August 1999. Tramel testified that he did not contact his client because of the Bar grievance and that he did not want to formally withdraw for fear the Army might rescind the settlement offer, but he never explained that reasoning to his client. The client obtained a new attorney on September 20, 1999. Tramel returned the \$1,500.00 fee and the file to the client on November 17, 1999, after the State Bar filed the Formal Complaint.

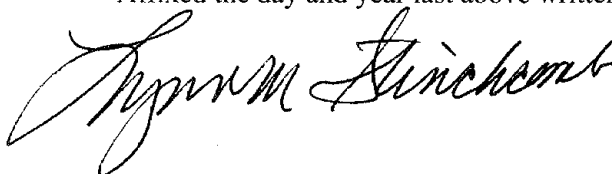
Based on these facts, we agree with the special master that Tramel did not violate Standards 22 (b) and 23 because he did not withdraw from representation without notice but, in fact, continued to work on the case even after he was discharged; there was no fee agreement or time records showing what portion of the fee was earned; Tramel testified that he did work on the case including negotiating a settlement and researching legal issues; and Tramel also testified that his hourly fee was \$175.00 and he worked 15 to 20 hours on the case; therefore, it would appear he earned the fee on a *quantum meruit* basis. Moreover, Tramel returned the entire fee. We also agree that Tramel did violate Standard 44, however; not by abandoning the matter, but by disregarding it by failing to communicate with his client, which failure was detrimental to the client by causing him needless worry and frustration, which could have been eliminated by a simple telephone call. See In the Matter of Maples, 249 Ga. 502 (291 SE2d 708) (1982); see also In the Matter of Sliz, 246 Ga. 797 (273 SE2d 177) (1980) (not necessary to show client entitled to monetary damages in order to prove detriment under Standard 44). Even more troubling is Tramel's failure to convey promptly to his client the settlement offer, which he should have done even in the face of the awkward communications caused by the Bar grievance. We note in mitigation Tramel's lack of prior disciplinary infractions and lack of dishonest motive, but we note also Tramel's experience in practicing law, which should have enabled him to avoid the entire matter simply by communicating appropriately with his client, and his failure to acknowledge the detriment he caused his client.

Accordingly, it hereby is ordered that for his violation of Standard 44 of Bar Rule 4-102 (d), James E. Tramel be administered a Review Panel reprimand pursuant to Bar Rules 4-102 (b) (4) and 4-220 (b).



**SUPREME COURT OF THE STATE OF GEORGIA**  
Clerk's Office, Atlanta

I hereby certify that the above is a true extract from  
The minutes of the Supreme Court of Georgia  
Witness my signature and the seal of said court hereto  
Affixed the day and year last above written.

 , Chief Deputy Clerk