

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 3046 Disciplinary Docket No. 3
	:	
	:	No. 170 DB 2023
Petitioner	:	
	:	Attorney Registration No. 314859
v.	:	
	:	(York County)
	:	
ANDREW SCOTT ZIEGLER,	:	
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 9th day of August, 2024, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board, the Joint Petition in Support of Discipline on Consent is granted, and Andrew Scott Ziegler is suspended on consent from the Bar of this Commonwealth for a period of one year and one day, retroactive to June 20, 2024. Respondent shall comply with the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board. See Pa.R.D.E. 208(g).

A True Copy Nicole Traini
As Of 08/09/2024

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : 170 DB 2023
Petitioner :
 :
v. :
 :
ANDREW SCOTT ZIEGLER, : Atty Reg. No. 314859
Respondent :
 : (York County)

JOINT PETITION IN SUPPORT OF DISCIPLINE ON CONSENT
PURSUANT TO Pa. R.D.E. 215(d)

Petitioner, Office of Disciplinary Counsel (“ODC”) by Thomas J. Farrell, Esquire, Chief Disciplinary Counsel, and by Jessica L. Chapman, Esquire, Disciplinary Counsel, and Respondent, Andrew Scott Ziegler, Esquire, by and through his counsel, Ryan Harrison James, Esquire, file this Joint Petition in Support of Discipline on Consent under Pennsylvania Rule of Disciplinary Enforcement (“Pa.R.D.E.”) 215(d) and in support thereof state:

1. ODC, whose principal office is located at the Pennsylvania Judicial Center, 601 Commonwealth Avenue, Suite 2700, P.O. Box 62485, Harrisburg, PA 17106, is invested, pursuant to Pa.R.D.E. 207, with the power and the duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of the aforesaid Rules.

2. Respondent, Andrew Scott Ziegler, was born on December 3, 1983, and was admitted to practice law in the Commonwealth of Pennsylvania on October 22, 2012.

FILED
07/08/2024
The Disciplinary Board of the
Supreme Court of Pennsylvania

Respondent's attorney registration number is 314859 and his registered address is 46 East Philadelphia Street, York, PA 17401.

3. Pursuant to Pa.R.D.E. 201(a)(1), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

4. Respondent is represented by Ryan Harrison James, Esquire, 1200 Lincoln Way, White Oak, PA 15131.

5. Respondent is currently suspended from the practice of law in the Commonwealth of Pennsylvania. On May 8, 2024, the parties filed a Joint Petition to Temporarily Suspend an Attorney under Rule 208(f), Pa.R.D.E., which the Supreme Court of Pennsylvania granted on May 21, 2024.

SPECIFIC FACTUAL ALLEGATIONS ADMITTED

6. On May 3, 2016, Respondent opened Ziegler Law Offices ("ZLO").

7. On April 19, 2017, in preparation for his joining the law firm of Mooney and Associates ("Mooney Law"), John Mooney, Esquire, sent Respondent the Employment Manual as it relates to attorneys.

8. Per the Employment Manual, "employees MUST report to the Employer prior to engaging in any second job, including self-employment" and stated that failure to do so would "result in dismissal if, in [Mooney Law's] opinion, the employee's work or attendance is not acceptable if said work would damage the overall reputation of Mooney and Associates, or if the company's competitive position is threatened."

9. On May 1, 2017, Respondent abandoned ZLO and joined the law firm of Mooney and Associates ("Mooney Law").

10. While employed at Mooney Law, Respondent engaged in a scheme by which he provided some clients with two fee agreements – a pro bono fee agreement and an hourly/flat fee agreement.

11. Respondent represented to Mooney Law, either through statements entered into its case management system, Needles, or directly to a Mooney Law employee, that he was handling a matter pro bono, but at the same time he would execute an hourly/flat fee agreement with the client and receive direct monetary payment from the purported pro bono client without disclosing the arrangement to his employer or remitting client fees received.

12. While engaged in this scheme, Respondent failed to deposit client funds into an IOLTA account and lost \$4,000 in client funds.

13. Through this scheme, Respondent benefitted financially by retaining fees he was obligated to pay over to Mooney Law.

THE OSISEK MATTER

14. In February 2018, Caleb Osisek retained Respondent in connection with Mr. Osisek's criminal matter.

15. On or about February 20, 2018, Respondent entered a case note into Mooney Law's case management system, stating that Mr. Osisek worked for Respondent's cousin, did not have money, and "may be one that I need to ask JJM [John Mooney] for a favor on to help out my cousin."

16. On February 28, 2018, Respondent entered another case note into Needles, which stated "Pro bono – cousin's cousin – approved by JJM."

17. Between April 9, 2019 and September 1, 2019, Respondent accepted eight Venmo payments from Mr. Osisek, totaling \$1,100, representing legal fees for defending Mr. Osisek's criminal matter.

18. Respondent did not remit these payments to Mooney Law.

19. At all times, Respondent misrepresented to Mooney Law that he was handling the Osisek matter on a pro bono basis.

20. Respondent's statements to Mooney Law as set forth in paragraphs 15, 16, and 19 were false and he knew they were false when made because he intended to collect, and did collect, legal fees from Mr. Osisek.

THE KUREK/J.G. MATTER

21. In or about January 2020, Julie Kurek retained Respondent on behalf of J.G., a minor, in connection with a juvenile criminal matter.

22. Respondent provided Ms. Kurek with a pro bono fee agreement in the J.G. matter in which he agreed to perform legal services free of charge.

23. Respondent also provided Ms. Kurek with a second fee agreement in the J.G. matter, in which Ms. Kurek agreed to pay a \$2,000 retainer, with work to be billed at a rate of \$280 per hour.

24. Respondent did not upload either of the J.G. fee agreements, or direct that they be uploaded, into the firm's case management system.

25. The second fee agreement Respondent provided to Ms. Kurek did not reflect Ms. Kurek's informed consent, confirmed in writing, to not deposit Ms. Kurek's payments into an IOLTA account.

THE WOOD MATTER

26. In or about January 2020, Tyler Wood retained Respondent in connection with a custody matter.

27. On or about January 16, 2020, Respondent provided Mr. Wood with a pro bono fee agreement and agreed to perform legal services free of charge.

28. Respondent also provided Mr. Wood with a second fee agreement, in which Mr. Wood agreed to pay a flat fee of \$2,000 for the representation, and an additional \$200 in escrow for costs.

29. Respondent concealed from Mooney Law his representation of Mr. Wood and did not enter the matter, or direct that the matter be entered, into Needles.

30. Respondent did not remit any retainer to Mooney Law or otherwise deposit the client funds into an IOLTA account.

31. The second fee agreement Respondent provided Mr. Wood did not reflect Mr. Wood's informed consent, confirmed in writing, to not deposit Mr. Wood's payments into an IOLTA account.

THE REGER MATTER

32. In or about April 2020, Jessica Reger retained Respondent in connection with her custody matter.

33. On April 10, 2020, Respondent provided Ms. Reger with a pro bono fee agreement in which he agreed to perform legal services without fee.

34. That same day, Respondent provided Ms. Reger with a second fee agreement, in which Ms. Reger agreed to pay an initial \$2,000 retainer fee, with work to be billed at \$280 per hour.

35. On April 17, 2020, Respondent entered his appearance in Ms. Reger's matter.

36. Respondent concealed from Mooney Law his representation of Ms. Reger and did not enter the matter, or direct the matter to be entered, into Needles.

37. Respondent did not remit any retainer to Mooney Law or otherwise deposit the client funds into an IOLTA account.

38. The second fee agreement Respondent provided Ms. Reger did not reflect Ms. Reger's informed consent, confirmed in writing, to not deposit Ms. Reger's payments into an IOLTA account.

THE SHANK MATTER

39. On or about February 27, 2020, Lucas Shank retained Respondent in connection with his divorce matter.

40. Respondent concealed from Mooney Law his representation of Mr. Shank and did not enter the matter, or direct the matter to be entered, into Needles.

41. On February 28, 2020, Mr. Shank paid Respondent \$2,500 in legal fees in connection with his divorce matter.

42. Respondent did not remit Mr. Shank's \$2,500 payment to Mooney Law for deposit into its IOLTA account.

43. Respondent failed to deposit Mr. Shank's client funds into an IOLTA account.

44. Respondent failed to inform Mr. Shank that he was not depositing his \$2,500 payment into an IOLTA account.

45. Respondent failed to obtain Mr. Shank's informed consent, confirmed in writing, to not deposit Mr. Shank's payment into an IOLTA account.

THE STAYROOK MATTER

46. On or about January 8, 2021, Mr. Stayrook retained Respondent in connection with a custody matter.

47. Respondent provided Mr. Stayrook with a Mooney Law hourly fee agreement, stating that Mr. Stayrook was required to provide a \$2,500 retainer, and services would be billed at a rate of \$280 per hour.

48. At that time, Respondent also provided Mr. Stayrook with a second fee agreement, stating that his representation would be pro bono.

49. Respondent concealed from Mooney Law his representation of Mr. Stayrook and did not enter the matter, or direct the matter to be entered, into Needles.

50. Mr. Stayrook paid Respondent \$2,500, in cash.

51. Respondent failed to remit Mr. Stayrook's client funds to Mooney Law for deposit into its IOLTA account.

52. Respondent failed to deposit Mr. Stayrook's client funds in an IOLTA account, to be withdrawn as earned.

53. Respondent failed to inform Mr. Stayrook that he would not be depositing Mr. Stayrook's retainer into an IOLTA account.

54. Respondent failed to obtain Mr. Stayrook's informed consent, confirmed in writing, to not place the funds into an IOLTA.

55. After Respondent's separation from Mooney Law, Mooney Law employees located in Respondent's office an envelope labeled 'Christopher Stayrook' containing \$2,500 in cash.

THE NICHOLSON MATTER

56. In or about March 2021, Emily Nicholson retained Respondent in connection with a custody matter.

57. Respondent styled the case, or directed that the case be styled, in Needles as pro bono.

58. On or about March 9, 2021, Respondent provided Ms. Nicholson with a flat fee agreement, in which she agreed to pay "the flat fee retainer of \$2,000 and \$389 in escrow for costs."

59. On or about March 10, 2021, Respondent provided Ms. Nicholson with a second fee agreement, in which he agreed to perform legal services free of charge.

60. Ms. Nicholson paid Respondent \$2,000, in cash, representing legal fees for handling the custody matter.

61. Respondent did not remit Ms. Nicholson's client funds to Mooney Law for deposit into its IOLTA account.

62. Respondent failed to place Ms. Nicholson's client funds in an IOLTA account.

63. Respondent failed to inform Ms. Nicholson that he was not depositing her payment into an IOLTA account.

64. Respondent failed to obtain Ms. Nicholson's informed consent, confirmed in writing, to not place the funds in an IOLTA.

65. Respondent represented to Mooney Law as set forth in paragraph 57 that his arrangement with Ms. Nicholson was pro bono.

66. Respondent's representation to Mooney Law was false and Respondent knew it was false when made because Respondent had accepted a \$2,000 payment from Ms. Nicholson for his work on her matter.

67. After Respondent's separation from Mooney Law, a subsequent search of Respondent's office revealed: (1) a pro bono fee agreement dated March 10, 2021, signed by Ms. Nicholson; (2) a flat fee agreement, dated March 9, 2021, signed by Ms. Nicholson in which she agreed to pay the "flat retainer fee of \$2,000 and \$389 escrow for costs"; and (3) an envelope containing \$2,000 in cash.

THE BURDICK MATTER

68. On or about March 22, 2021, James Burdick retained Respondent in connection with a criminal matter pending in the Lancaster County Court of Common Pleas.

69. On March 22, 2021, Respondent provided Mr. Burdick with a fee agreement providing for a flat fee of \$8,000.

70. Respondent received two payments on Mr. Burdick's behalf via Venmo, totaling \$8,000.

71. The first payment was made on March 25, 2021, in the amount of \$4,999.99 and the second was made on April 2, 2021, in the amount of \$3,000.01.

72. Respondent did not remit these funds to Mooney Law for deposit into its IOLTA account.

73. Respondent did not place Mr. Burdick's client funds into an IOLTA account.

74. Respondent failed to inform Mr. Burdick that he was not depositing his \$8,000 payment into an IOLTA account.

75. Respondent failed to obtain Mr. Burdick's informed consent, confirmed in writing, to not place the funds in an IOLTA.

THE CHESTER MATTER

76. On April 23, 2021, Saron Chester retained Respondent to represent him in defending criminal charges for driving with a suspended license.

77. Respondent provided Mr. Chester with a pro bono fee agreement, which Respondent uploaded to Needles.

78. Respondent also provided Mr. Chester with a flat fee agreement, in which Respondent agreed to charge, and Mr. Chester agreed to pay, \$3,000 for the representation.

79. Mr. Chester paid Respondent \$3,000, in cash.

80. Respondent failed to remit the \$3,000 to Mooney Law for deposit into its IOLTA account.

81. Respondent failed to place Mr. Chester's client funds into an IOLTA account.

82. After Respondent's separation from Mooney Law, a search of Respondent's office revealed an envelope labeled "Saron Chester" with \$3,000 in cash.

83. Respondent failed to inform Mr. Chester that he would not be depositing Mr. Chester's payment into an IOLTA account.

84. Respondent failed to obtain Mr. Chester's informed consent, confirmed in writing, to not place the funds into an IOLTA.

THE HOLBROOK/MATHIEU MATTER

85. In or about April 2021, Samantha Holbrook retained Respondent in connection with several criminal matters pending in York County.

86. On April 28, 2021, Respondent provided Ms. Holbrook with an agreement charging a flat fee of \$5,000 to cover Ms. Holbrook's three criminal matters as well as the criminal matter of a third party, Nicholas Mathieu.

87. Ms. Holbrook made the following payments to Respondent, in cash:

- a. \$1,000 on April 24, 2021;
- b. \$3,000 on April 28, 2021; and
- c. \$1,000 on May 11, 2021.

88. The May 11, 2021 payment was intended for Mr. Mathieu's matter.

89. Respondent failed to remit any of these payments to Mooney Law for deposit into its IOLTA account.

90. Respondent entered his appearance in Mr. Mathieu's criminal matter.

91. Respondent concealed from Mooney Law his representation of Mr. Mathieu and failed to enter Mr. Mathieu's matter, or direct that the matter be entered, into Needles.

92. Respondent failed to provide Mr. Mathieu with a fee agreement.

93. Respondent failed to obtain Mr. Mathieu's consent for Ms. Holbrook to act as his agent in connection with his criminal matter.

94. On June 1, 2021, Angela Stevens, a Mooney Law paralegal, emailed Respondent asking who Ms. Holbrook was.

95. Respondent replied to Ms. Stevens' e-mail the same day, stating that Ms. Holbrook was a pro bono client.

96. On June 16, 2021, Ms. Stevens sent a follow up email to Respondent, asking if he had a signed pro bono fee agreement for Ms. Holbrook.

97. Respondent replied to Ms. Stevens by email the same day, stating, "yes."

98. Respondent's statements to Ms. Stevens as set forth in paragraphs 95 and 97 were false and Respondent knew the statements were false when made because he had accepted a \$5,000 payment from Ms. Holbrook for his work on her matter and Mr. Mathieu's matter.

99. Respondent failed to place the client funds into an IOLTA account.

100. Respondent failed to inform Ms. Holbrook or Mr. Mathieu that he would not be depositing their client funds into an IOLTA account.

101. Respondent failed to obtain Ms. Holbrook or Mr. Mathieu's informed consent, confirmed in writing, to not place their client funds into an IOLTA.

102. After Respondent's separation from Mooney Law, a search of Respondent's office revealed an envelope containing \$5,000 with the following notes: "Still Need Fee Agreements!!!"; "Flat"; "Samantha Holbrook & Nicholas Mathieu"; and "*4/24/2021 → \$1,000 *4/28/2021 → \$3,000 *5/11/2021 → \$1,000 for Nick."

THE WRAY MATTER

103. On or about April 28, 2021, Kareem Wray retained Respondent in connection with a criminal matter.

104. Respondent provided Mr. Wray with a pro bono fee agreement.

105. The pro bono fee agreement between Respondent and Mr. Wray stated that if the matter proceeded past a plea, Respondent would charge a \$4,000 retainer, to be billed hourly.

106. Respondent uploaded the Wray pro bono fee agreement, or directed that the pro bono fee agreement be uploaded, into Needles.

107. Respondent also provided Mr. Wray with a flat fee agreement, which provided for a flat fee of \$1,500.

108. Mr. Wray made two payments to Respondent: a \$1,000 payment in cash and a \$500 payment via CashApp.

109. Respondent did not remit the \$1,500 payment to Mooney Law for deposit into its IOLTA account.

110. Respondent failed to place Mr. Wray's client funds into an IOLTA account.

111. Respondent failed to inform Mr. Wray that he was not depositing the funds into an IOLTA account.

112. Respondent failed to obtain Mr. Wray's informed consent, confirmed in writing, to not place the funds in an IOLTA.

113. Respondent represented to Mooney Law that his arrangement with Mr. Wray was pro bono as set forth in paragraphs 104 through 106.

114. Respondent's representation was false and Respondent knew it was false when made because he simultaneously executed a second fee agreement with Mr. Wray and accepted direct payment from Mr. Wray in accordance with the second fee agreement.

115. After Respondent's separation from Mooney Law, a search of Respondent's office revealed an envelope labeled "Kareem Wray" containing the flat fee agreement signed by Mr. Wray and \$500 in cash.

THE HALEEM MATTER

116. On or about May 27, 2021, Mateen Haleem retained Respondent in connection with a criminal matter.

117. On May 27, 2021, Respondent provided Mr. Haleem with a fee agreement, stating he would undertake the representation in exchange for a \$2,000 fee.

118. Respondent uploaded Mr. Haleem's \$2,000 fee agreement, or directed that the fee agreement be uploaded, into Needles.

119. At or about the same time, Respondent provided Mr. Haleem with a second fee agreement, stating he would undertake the representation in exchange for a \$6,000 fee.

120. On or about May 28, 2021, Mr. Haleem paid Respondent \$4,000, in cash.

121. On June 7, 2021, Mr. Haleem paid \$1,030 to Mooney Law, via credit card.

122. On June 11, 2021, Mr. Haleem paid \$1,000 to Respondent, in cash.

123. Respondent failed to remit the cash payments to Mooney Law for deposit into its IOLTA account.

124. Respondent failed to place Mr. Haleem's \$4,000 and \$1,000 cash payments into an IOLTA account.

125. Respondent failed to inform Mr. Haleem that he was not depositing his payments into an IOLTA account.

126. Respondent failed to obtain Mr. Haleem's informed consent, confirmed in writing, to not deposit Mr. Haleem's payments into an IOLTA account.

127. Respondent lost the May 28, 2021 \$4,000 cash payment from Mr. Haleem.

128. Respondent failed to safeguard Mr. Haleem's client funds.

THE KOEHLER MATTER

129. Louise Koehler retained Respondent in connection with a Marital Property Settlement and Separation Agreement.

130. On March 5, 2021, the York County Court of Common Pleas entered an Order stating in part, “The proceeds from the sale of the marital residence shall be escrowed pending agreement of the parties.”

131. On or about June 2, 2021, Barristers Land Abstract Company issued a check to Respondent in the amount of \$209,089.39, representing proceeds from the sale of the Koehler marital residence.

132. The memo line of the check read: “PROCEEDS TO BE HELD IN ESCROW PER COURT ORDER.”

133. Respondent failed to deposit the check into an escrow account.

134. Respondent failed to take any action to secure the Koehler marital residence funds.

135. On or about July 16, 2021, Mooney Law found the check and deposited it into the firm’s IOLTA account.

RECORDKEEPING

136. As it relates to the above matters, where Respondent secured clients, collected retainers and fees but did not remit to Mooney Law for deposit into its IOLTA account, Respondent failed to maintain records required under RPC 1.15(c), including:

- a. all transaction records provided by the Financial Institution, such as periodic statements, cancelled checks in whatever form, deposited items, and records of electronic transactions;

- b. a check register and/or separately maintained ledger, which shall include the payee, date, purpose and amount of each check, withdrawal and transfer, the payor, date, and amount of each deposit, and the matter involved for each transaction;
- c. individual ledgers on whose behalf Respondent held funds in the account, showing the source, amount and nature of all funds received from or on behalf of all persons or entities to whom such funds were disbursed, and the dates of all deposits, transfers, withdrawals and disbursements;
- d. monthly trial balances of the individual client trust ledgers;
- e. all records and computations related to monthly reconciliations;
- f. fee agreements or fee letters associated with each client in whose behalf Respondent held funds in the account; and
- g. billing statements or invoices for each client on whose behalf Respondent held funds in the account.

SPECIFIC RULES OF PROFESSIONAL CONDUCT VIOLATED

137. By his conduct as alleged in paragraphs 1 through 136 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.5(a), which states that “a lawyer shall not . . . collect an illegal or clearly excessive fee.”
- b. RPC 1.15(b), which states that “a lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer’s own property.”
- c. RPC 1.15(c)(1) which requires a lawyer to maintain certain books and records for each Trust Account and for any other account in

which Fiduciary Funds are held pursuant to RPC 1.15(l), and to maintain periodic statements, cancelled checks, deposited items and records of electronic transactions.

- d. RPC 1.15(c)(2), which states that a lawyer shall maintain a check register to include the payee, date, purpose and amount of each check, withdrawal and transfer, the payor, date and amount of each deposit and the matter involved for each transaction and requires a lawyer to maintain an individual ledger for each trust client showing the source, amount and nature of all funds received from or on behalf of the client, a description and amounts of charges or withdrawals, the names of all persons or entities to whom such funds were disbursed and the dates of all deposits, transfers, withdrawals and disbursements.
- e. RPC 1.15(c)(4), which requires a lawyer to conduct, on a monthly basis, a reconciliation for each fiduciary account and to preserve copies of all records and computations sufficient to prove compliance with this requirement.
- f. RPC 1.15(i), which states that “a lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner.”

- g. RPC 4.1(a) which states that “in the course of representing a client[,] a lawyer shall not knowingly . . . make a false statement of material fact or law to a third person.”
- h. RPC 8.4(a), which states it is professional misconduct for a lawyer to “violate or attempt to violate the Rules of Professional Conduct.”
- i. RPC 8.4(b), which states it is professional misconduct for a lawyer to “commit a criminal act that reflects adversely on the lawyer’s honesty, trustworthiness or fitness as a lawyer in other respects.”
- j. RPC 8.4(c), which states it is professional misconduct for a lawyer to “engage in conduct involving dishonesty, fraud, deceit or misrepresentation.”

JOINT RECOMMENDATION FOR DISCIPLINE

138. Petitioner and Respondent jointly submit that the appropriate discipline for Respondent’s misconduct is a one-year and one-day suspension.

139. Respondent hereby consents to that discipline being imposed upon him by the Supreme Court of Pennsylvania. Attached to this Petition is Respondent’s executed Affidavit required by Pa.R.D.E. 215(d) stating, that he consents to the recommended discipline and including the mandatory acknowledgments contained in Pa.R.D.E. 215(d)(1) through (4).

140. In support of this Joint Petition, ODC and Respondent respectfully submit that the following mitigating circumstances are present:

- a. Respondent is 40 years of age and has been practicing 11 years; he has no prior record of misconduct;

- b. Respondent has admitted his misconduct in violation of the charged Rules of Professional Conduct, and acknowledges his mistakes;
- c. Respondent has accepted responsibility for his wrongdoing;
- d. Respondent has cooperated with ODC throughout the disciplinary process;
- e. Respondent has expressed willingness to accept public discipline. On May 8, 2024, Respondent agreed to file a joint petition for immediate temporary suspension pursuant to Pa.R.D.E. 208(f), which the Court granted on May 21, 2024;
- f. Respondent has agreed to a one-year and one-day license suspension in this disciplinary matter;
- g. Respondent is active in his community. He has served on two non-profit boards for which he has helped raise funds – Spring Grove Area School District Foundation and Avery Marie Against A.F.L.P. (Adult Fatty Liver Pregnancy) and currently still serves on the A.F.L.P. Board, serves annually as judge and advisor for high school students participating in mock trials, provides weekly pro bono services to low-income or no-income clients, and is an active member of the family law section of the York County Bar; and
- h. Respondent reports that he was recently diagnosed with bi-polar disorder and is currently seeking treatment. If this matter were to proceed to hearing, Respondent would offer evidence to support mitigation under

Office of Disciplinary Counsel v. Seymour H. Braun, 553 A.2d 894 (Pa. 1989).

141. Based on the circumstances described above, disciplinary precedent supports a suspension of one year and one day. In *Office of Disciplinary Counsel v. Samuel R. Fry, II*, No. 49 DB 1998, No. 668 Disciplinary Docket No. 3 (S.Ct. Order 2001), a one year and one day suspension was imposed. While working for a firm as a partner, Mr. Fry misappropriated funds belonging to the firm on six occasions over a four-month period. Mr. Fry was found to have misappropriated approximately \$31,500, used those funds for personal purposes, and misrepresented to the partners how much he had actually misappropriated. Mr. Fry made full restitution and cooperated with the disciplinary proceedings.

Likewise, in *Office of Disciplinary Counsel v. James Felix Geronimo*, No. 8 DB 1997, No. 402 Disciplinary Docket No. 3 (S.Ct. Order 1998), a one-year and one-day suspension was imposed. While working for a law firm, Mr. Geronimo converted fees collected on behalf of the firm for over a year. Although the record did not indicate how much money Mr. Geronimo misappropriated or whether he engaged in this conduct every time he received cash or checks made payable to himself, the firm arrived at the sum of \$53,000 for restitution. Mr. Geronimo admitted his misconduct, self-reported, was voluntarily placed on inactive status, paid full restitution, and cooperated with the disciplinary proceedings.

142. The parties agree a period of suspension of one year and one day is appropriate. Respondent's misconduct involved multiple matters, as in *Fry* and *Geronimo*, in which Respondent made misrepresentations to the firm and failed to

properly handle funds belonging to the firm. Respondent has admitted his misconduct, agreed to be placed on temporary suspension, and cooperated with the disciplinary proceedings. See *Geronimo*.

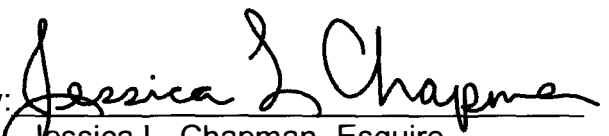
143. Finally, a suspension of one year and one day will ensure that the public is protected, which is the overriding goal of the disciplinary system. Requiring Respondent to petition for reinstatement will give him the opportunity to demonstrate that he is in a position to adequately represent clients and to adequately address how he has rehabilitated himself from his professional misconduct.

144. The parties respectfully submit that a one-year and one-day suspension is consistent with the above cited disciplinary authority and is a fair and appropriate resolution based on the specific facts of this case.

WHEREFORE, Petitioner and Respondent respectfully request that, pursuant to Pennsylvania Rules of Disciplinary Enforcement 215(e), 215(g) and 215(i), a three-member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent and file a recommendation with the Supreme Court of Pennsylvania that Respondent receive a one-year and one-day suspension, retroactive to June 20, 2024, the effective date of Respondent's Temporary Suspension.

Respectfully submitted,

Date: July 8, 2024

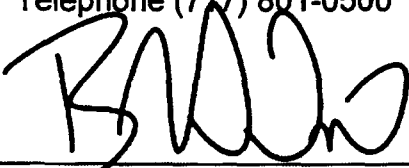
By: 
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Telephone (717) 772-8572

Date: 7/6/2024

By: 
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Respondent
Attorney Registration No. 314859
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Telephone (717) 801-0500

Date: 7/8/24

By: 
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BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

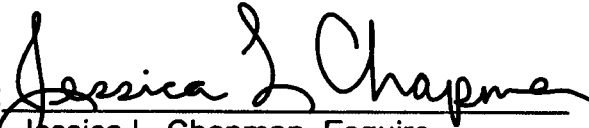
OFFICE OF DISCIPLINARY COUNSEL, : 170 DB 2023
Petitioner :
 :
v. :
 :
ANDREW SCOTT ZIEGLER, : Atty Reg. No. 314859
Respondent :
 : (York County)

VERIFICATION

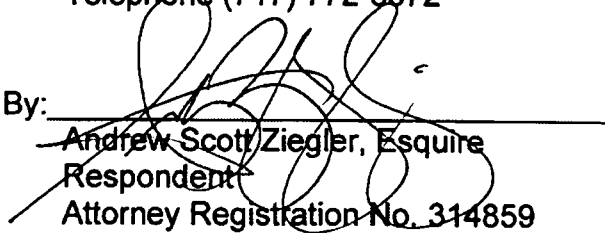
The statements made in the foregoing Joint Petition in Support of Discipline on Consent Pursuant to Pa.R.D.E. 215(d) are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Respectfully submitted,

Date: July 8, 2024

By: 
Jessica L. Chapman, Esquire
Disciplinary Counsel, District III
Attorney Registration No. 323038
601 Commonwealth Avenue, Suite 5800
P.O. Box 62675
Harrisburg, PA 17106-2675
Telephone (717) 772-8572

Date: 7/6/2024

By: 
Andrew Scott Ziegler, Esquire
Respondent
Attorney Registration No. 314859
46 East Philadelphia Street
York, PA 17401
Telephone (717) 801-0500

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : 170 DB 2023
Petitioner :
 :
v. :
 :
ANDREW SCOTT ZIEGLER, : Atty Reg. No. 314859
Respondent :
 : (York County)

CERTIFICATE OF SERVICE

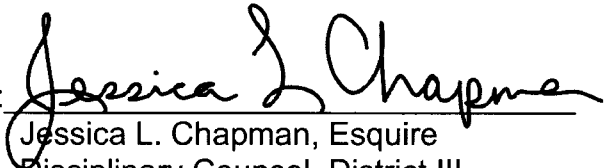
I hereby certify that I am this day serving the foregoing document upon all parties of record in this proceeding in accordance with the requirements of Pa.R.A.P. 121.

First Class Mail as follows:

Andrew Scott Ziegler
c/o Ryan Harrison James, Esquire
1200 Lincoln Way
White Oak, PA 15131

Date: July 8, 2024

By:

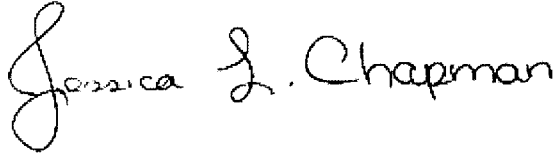


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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Office of Disciplinary Counsel

Signature: 

Name: Jessica L. Chapman, Disciplinary Counsel

Attorney No.: 323038