



1 Sterling Harwood, Esq.; SBN 194746

2 Law Office of Sterling Harwood

3 96 N. 3rd St., Suite 550

4 San Jose, CA 95112-5570

5 Phone: 408-687-8199

6 email: svharwood1@aol.com

**FILED**

**APR 18 2016**

**STATE BAR COURT CLERK'S OFFICE  
SAN FRANCISCO**

8 STATE BAR COURT

9 HEARING DEPARTMENT – SAN FRANCISCO

10  
11 In the Matter of: ) Case Nos. 14-O-05443; 14-O-05527;  
12 STERLING VOSS HARWOOD, ) 14-O-05695; 15-O-10708;  
13 No. 194746, ) 15-O-11734  
14 ) **DISCIPLINARY CHARGES NOTICED**  
15 A Member of the State Bar. )

16  
17 Now comes respondent STERLING VOSS HARWOOD (hereinafter HARWOOD, for  
18 short) with his answer due by court order to be filed by April 18, 2016. Since April 18,  
19 2016 is tax day, since the State Bar has yet to fulfill its promise to notice HARWOOD and  
20 his former attorney in these cases, Jonathan Arons, of the dollar amount allegedly due for  
21 restitution in the above-captioned cases, and since HARWOOD has been ill for over a  
22 month and is taking six prescription medications while representing himself, HARWOOD  
23 reserves any right he may have to amend this answer. The State Bar has informed  
24 HARWOOD that all clients associated with the 5 above-captioned cases have applied for  
25 specific restitution amounts to a fund maintained by the State Bar for such purposes, but  
26 the State Bar has not informed HARWOOD of what those applied-for amounts are or what  
27 restitution is allegedly owed. Consequently, HARWOOD denies all 20 counts in all 5 of  
28 the above-captioned cases.

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1 regarding Wells Fargo and the State of California (or the relevant county thereof).  
2 Since then, Jane Chieu, has been using this forgery in pursuit of her fraud to try to  
3 blackmail or extort money or favorable (for her) acts or omissions from  
4 HARWOOD and from Tina Harwood.

5 COUNT TWO

- 6 3. Any failure to maintain a balance as alleged was not willful and in any event if there  
7 was any such willful failure it was not attributable to HARWOOD but to sabotage  
8 by the aforementioned Jane Chieu pursuant to her aforesaid extortion etc.  
9 HARWOOD has no objection at this time to the redaction of the account number  
10 but reserves the right to object later if the unredacted account number proves  
11 inaccurate. The same is true of all redactions of all account numbers throughout the  
12 State Bar's Notice of Disciplinary Charges. Further, there is some serious  
13 likelihood that Jane Chieu or others had already advanced the sum in question to the  
14 relevant client and so the State Bar will be unable to meet its burden of proof of  
15 clear and convincing evidence.

16 COUNT THREE

- 17 4. HARWOOD denies any dishonesty alleged on his part. He also denies any gross  
18 negligence alleged. Any dishonesty or gross negligence was not attributable to  
19 HARWOOD but to Jane Chieu as part of her aforementioned extortion etc.  
20 HARWOOD denies any willful violation for the same reason. HARWOOD has  
21 become as clearly a victim of Jane Chieu as any client has. Further, there is some  
22 likelihood that Jane Chieu or others had already advanced the sum in question to the  
23 relevant client and so the State Bar will be unable to meet its burden of proof of  
24 clear and convincing evidence. That the State Bar has been unable, even after  
25 promising to do so, to specify a dollar amount for any restitution owed undermines  
26 the credibility of all amounts specified in its Notice of Disciplinary Charges.  
27 HARWOOD has demonstrated for decades his commitment to ethics by his  
28 education in that field, receiving a Ph.D. in Philosophy from Cornell University (in

1 addition to his J.D. from Cornell Law School), and by his dozens of publications in  
2 ethics, including a textbook in ethics entitled *Business as Ethical and Business as*  
3 *Usual: Text, Readings and Cases*, distributed by major publishers for years and still  
4 readily available on amazon.com. He teaches said textbook in his Philosophy 065  
5 Introduction to Ethics courses at Evergreen Valley College, where he earned tenure  
6 (seniority rehire preference) as an adjunct faculty member in Philosophy.  
7 HARWOOD has regularly taught courses in ethics at the university or college level  
8 since 1982.

9 COUNT FOUR

- 10 5. HARWOOD never sought any agreement as alleged but instead any such agreement  
11 was entirely part of the aforementioned extortion etc. by Jane Chieu and sought by  
12 her. HARWOOD has a long history of cooperating at great length by email and  
13 correspondence with State Bar investigations and serving as a major witness in the  
14 State Bar's prosecution of Jamie Harmon, Esq., who has since changed her last  
15 name to Harley, I believe. Any signature of HARWOOD to any such agreement  
16 was signed under duress.

17 COUNT FIVE

- 18 6. HARWOOD did not willingly obtain any release or adverse interest as alleged but  
19 rather any such documents or interests were the result of the extortion etc. by Jane  
20 Chieu aforementioned. Jane Chieu obtained any such release or adverse interest for  
21 HARWOOD as part of her extortion, etc. Any signature of HARWOOD to any  
22 such release was signed under duress due to Jane Chieu's aforementioned extortion,  
23 etc.

24 COUNT SIX

- 25 7. HARWOOD did not willingly write the alleged letter and indeed any such letter  
26 was written in substance by Jane Chieu as part of her extortion etc. To the extent  
27 that any such letter was prepared or sent by HARWOOD, HARWOOD did so  
28 unwillingly due to Jane Chieu's extortion etc. So there was no gross negligence of

1 lack of knowing that any statement was false. In any event, given the language  
2 differences between HARWOOD and the client and the context of extortion, the  
3 existence of some miscommunication (failure to communicate) has a serious  
4 likelihood of having occurred and thus the State Bar will be unable to meet its  
5 burden of proof of clear and convincing evidence. On HARWOOD's commitment  
6 to ethics, see above.

7 COUNT SEVEN

- 8 8. Any failure as alleged was not willful by HARWOOD and was not attributable to  
9 HARWOOD but to the extortion etc. by Jane Chieu. Further, there is a serious  
10 chance that the relevant sum had already been advanced to the client by Jane Chieu  
11 or others, so the State Bar will fail to meet its burden of proof.

12 COUNT EIGHT

- 13 9. Any failure as alleged was not attributable to, or a willful act by, HARWOOD but  
14 was part of Jane Chieu's aforesaid extortion etc. Further, the State Bar will be  
15 unable to meet its burden of proof of excluding the serious probability that Jane  
16 Chieu or others advanced to the relevant client the sum in question.

17 COUNT NINE

- 18 10. HARWOOD denies dishonesty and gross negligence as alleged and any corruption  
19 and any willful violations. Any of the facts alleged are due to Jane Chieu's  
20 aforementioned extortion etc. Further, the State Bar will be unable to meet its  
21 burden of proof of excluding the serious probability that Jane Chieu or others  
22 advanced to the relevant client the sum in question. For HARWOOD's  
23 commitment to ethics, see above.

24 COUNT TEN

- 25 11. HARWOOD did not seek anything as alleged. No acts or omissions alleged are  
26 attributable to HARWOOD or attributable to HARWOOD as willful acts or  
27 violations but are parts of Jane Chieu's aforesaid extortion, etc.

28 COUNT ELEVEN

1 12. HARWOOD did not voluntarily or willfully acquire any interest as alleged and did  
2 not specify any of the terms but instead all such facts alleged are part of Jane  
3 Chieu's aforesaid extortion etc.

4 COUNT TWELVE

5 13. HARWOOD did not prepare or did not willingly prepare any letter as alleged but  
6 instead any such letter is part of Jane Chieu's aforesaid extortion etc. Given the  
7 serious language barrier between the client here and HARWOOD, and given the  
8 context of Jane Chieu's extortion etc., the State Bar will fail to meet its burden of  
9 proof to show that there was no miscommunication (failure to communicate)  
10 between HARWOOD and the client here. HARWOOD did not send any letter as  
11 alleged or did not do so willingly but if any letter was sent it was part of Jane  
12 Chieu's extortion etc. aforementioned. HARWOOD did not know and was not  
13 grossly negligent in failing to know that any statements as alleged were false. On  
14 HARWOOD's commitment to ethics, see above.

15 COUNT THIRTEEN

16 14. No violation alleged was willful by HARWOOD but was part of Jane Chieu's  
17 aforesaid extortion etc. The State Bar will be unable to meet its burden of proof  
18 excluding the serious probability that the relevant client had already been advanced  
19 the sum in question by Jane Chieu or others.

20 COUNT FOURTEEN

21 15. No violation alleged was willful by HARWOOD but was part of Jane Chieu's  
22 aforesaid extortion etc. The State Bar will be unable to meet its burden of proof  
23 excluding the serious probability that the relevant client had already been advanced  
24 the sum in question by Jane Chieu or others.

25 COUNT FIFTEEN

26 16. No violation alleged was willful but was part of Jane Chieu's aforesaid extortion  
27 etc. The State Bar will be unable to meet its burden of proof excluding the serious  
28 probability that the relevant client had already been advanced the sum in question

1 by Jane Chieu or others. HARWOOD denies dishonesty and denies gross  
2 negligence. Said allegations are not attributable to HARWOOD, given Jane  
3 Chieu's extortion etc. aforementioned. For HARWOOD's commitment to ethics,  
4 see above.

5 COUNT SIXTEEN

6 17. No such writing alleged was made or was made willingly by HARWOOD but was  
7 instead part of Jane Chieu's extortion etc. aforementioned. For HARWOOD's  
8 commitment to ethics, see above. HARWOOD denies the alleged knowledge and  
9 denies gross negligence as alleged. The State Bar will fail to meet its burden of  
10 proof that Jane Chieu or others did not advance to the relevant client the sum in  
11 question here.

12 COUNT SEVENTEEN

13 18. HARWOOD denies dishonesty as alleged and denies gross negligence as alleged.  
14 The alleged problems here are part of Jane Chieu's aforesaid extortion etc. Further,  
15 Business & Professions Code Section 6147 allows a flat fee of \$750 without a  
16 written contract between lawyer and client and a \$750 flat fee here was reasonable  
17 given that the client allegedly paid \$750 to a medical profession (not HARWOOD)  
18 for an expert opinion that HARWOOD did in fact assess in advising the client of  
19 the feasibility of the client's case moving forward in an affordable way with  
20 HARWOOD or whether another attorney would be better able to afford said case.  
21 HARWOOD declined the client's case and informed the client of this in a timely  
22 way. Any omissions in said informing of the client were due to Jane Chieu's  
23 extortion etc. aforementioned.

24 COUNT EIGHTEEN

25 19. HARWOOD denies that the legal representation was as alleged. Said legal  
26 representation was performed competently as described in section 18 above.  
27 HARWOOD denies any intentional, reckless or repeated failures as alleged and  
28 denies any incompetence and denies any willful violations. The relevant contract to

1 accept the case was never signed by HARWOOD and any such signature was  
2 forged or obtained fraudulently by Jane Chie as part of her extortion etc.  
3 aforementioned. HARWOOD was never hired to file a complain and a medical  
4 expert was hired for \$750 of the client's money. HARWOOD had every right to  
5 reject the client's case. Any failures to inform the client of the rejection of his case  
6 were attributable not to HARWOOD but were part of Jane Chieu's extortion etc.  
7 aforementioned. HARWOOD engaged in a teleconference with said medical expert  
8 who was hired and determined that 3 experts on nursing would be required and  
9 determined that hiring said 3 experts was beyond the financial ability of the law  
10 office of HARWOOD and so HARWOOD promptly and repeatedly informed the  
11 client of same. Any undoing of said informing of the client or any omissions  
12 thereafter were due not to HARWOOD but due to Jane Chieu's extortion etc.  
13 aforementioned.

#### 14 COUNT NINETEEN

15 20. HARWOOD denies intentional, reckless or repeated failures to perform  
16 representation with competence as alleged. HARWOOD did conduct at least some  
17 discovery and any failure to conduct discover and any failure to obtain a medical  
18 expert were part of Jane Chieu's extortion etc. Further, HARWOOD acted to  
19 manage the damage after it became clear after deposition of the client here that she  
20 had lied about her head injuries. The client had many months to obtain treatment  
21 and obtained treatment only for foot injuries and declined treatment of her head  
22 when offered. Hiring a medical expert to try to show a head injury when there was  
23 none would have been to perpetrate a fraud upon the court and HARWOOD  
24 declined to participate in any fraud, which would have violated Penal Code Section  
25 550, once it became clear that Jane Chieu and the client were engaged in this crime.  
26 Any problematic acts or omissions were due to Jane Chieu's extortion etc. and her  
27 attempted crime here, which HARWOOD thwarted in a way calculated to reduce  
28 damage to the client, whom HARWOOD then represented in bankruptcy with a



1 competent and successful Chapter 7 bankruptcy. HARWOOD paid the client  
2 approximately \$1,000.00 near the time of the dismissal of the client's personal  
3 injury case, at the insistence of Jane Chieu. The State Bar will fail to meet its  
4 burden of proof of showing that any amount alleged to be owing due to any  
5 violations here were not already advanced to the client by Jane Chieu or others or  
6 covered by the said \$1,000.00 and the value of the bankruptcy services successfully  
7 rendered to the client here, including the payment of the bankruptcy filing fee by  
8 HARWOOD and the performance of said bankruptcy representation pro bono.

9 COUNT TWENTY

10 21. HARWOOD denies that any terms failed to be fair and reasonable, given the \$8,000  
11 offer the client had declined in her case and given the costs, delay and uncertainty  
12 of trial. Further, any \$8,000 owed by HARWOOD was not clearly due to be paid  
13 by January 28, 2016 and in any event no such agreement was voluntarily entered  
14 into by HARWOOD but was part of Jane Chieu's extortion etc. aforementioned.  
15 Any settlement agreement was dated 2012 at the top and hastily prepared by Jane  
16 Chieu or her colleague at Richard H. Wilson's law office Richard Dana Williams or  
17 both and part of Jane Chieu's extortion etc. aforementioned. Richard Dana  
18 Williams admitted resumption of work for Richard H. Wilson at least part time or  
19 on a contract basis after Williams stopped work for HARWOOD's law office. Any  
20 alleged settlement agreement was signed by HARWOOD under duress, given Jane  
21 Chieu's aforesaid extortion etc.

22  
23 Date: April 18, 2016

24  
25 Respectfully submitted,

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28 Sterling Harwood, Esq.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>STERLING HARWOOD, ESQ, SBN#194746</b> <b>LAW OFFICE OF STERLING HARWOOD &amp; ASSOCIATE</b> <b>96 N. THIRD STREET, STE 550</b> <b>SAN JOSE, CA 95112</b>		FOR COURT USE ONLY  <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">APR 18 2016</div> <div style="text-align: center; font-weight: bold;">STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</div>
TELEPHONE NO.: 408-289-5800 FAX NO. (Optional): E-MAIL ADDRESS (Optional): svharwood1@aol.com ATTORNEY FOR (Name): <b>STERLING HARWOOD</b>		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: <b>STATE BAR OF CALIFORNIA</b> MAILING ADDRESS: <b>180 HOWARD STREET</b> CITY AND ZIP CODE: <b>SAN FRANCISCO, CA 94105</b> BRANCH NAME: <b>MEMBER OF THE STATE BAR</b>		
PETITIONER/PLAINTIFF: <b>STATE BAR CALIFORNIA</b> RESPONDENT/DEFENDANT: <b>STERLING HARWOOD</b>		
PROOF OF PERSONAL SERVICE—CIVIL		CASE NUMBER: 14-0-05443 14-0-05527, 14-0-05695 15-0-10708, 15-0-11734

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action.
2. I served the following documents (specify):  
**ANSWER FOR DISCIPLINARY CHARGES NOTICED**

☒ The documents are listed in the Attachment to Proof of Personal Service—Civil (Documents Served) (form POS-020(D)).

3. I personally served the following persons at the address, date, and time stated:

a. Name: **Camme Santos Robert Henderson**  
 b. Address: **180 HOWARD STREET, SAN FRANCISCO, CA 94105**  
 c. Date: **04-18-2016**  
 d. Time: **4:30 PM**

☒ The persons are listed in the Attachment to Proof of Personal Service—Civil (Persons Served) (form POS-020(P)).

4. I am
  - a. ☒ not a registered California process server.
  - b. ☐ a registered California process server.
  - c. ☐ an employee or independent contractor of a registered California process server.
  - d. ☐ exempt from registration under Business & Professions Code section 22350(b).

5. My name, address, telephone number, and, if applicable, county of registration and number are (specify):

**TINA LE HARWOOD**  
**96 N. THIRD STREET, STE 550**  
**SAN JOSE, CA 95112**

6. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
7. ☐ I am a California sheriff or marshal and certify that the foregoing is true and correct.

Date: **04-18-2016**

**TINA L HARWOOD**

(TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)

(SIGNATURE OF PERSON WHO SERVED THE PAPERS)