

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Jose O’Coirbhin v. PNC Financial Services Group, Inc.

O’Coirbhin · No. 25-cv-00333-SK · Decided January 15, 2026

SUMMARY

The United States District Court for the Northern District of California dismissed Jose O’Coirbhin’s remaining wrongful-foreclosure and breach-of-contract claims with prejudice as a sanction under Federal Rule of Civil Procedure 11. The court ordered Plaintiff’s counsel to personally pay PNC Financial Services Group, Inc. \$20,760 in attorney’s fees and file proof of payment by March 13, 2026. The court also referred counsel to its Standing Committee on Professional Conduct.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Sallie Kim
JURISDICTION	United States District Court for the Northern District of California
DECIDED	January 15, 2026
DOCKET	25-cv-00333-SK
DISPOSITION	dismissed
PROCEDURAL POSTURE	Following the court's grant of Defendant's motion for sanctions under Federal Rule of Civil Procedure 11, the court considered the appropriate sanctions after Defendant submitted a brief and Plaintiff failed to respond. The court also considered an order to show cause directed to Plaintiff's counsel.
STANDARD OF REVIEW	The district court has wide discretion in determining the appropriate sanction for a Rule 11 violation, but any sanction must be limited to what is sufficient to deter repetition of the conduct or comparable conduct by similarly situated persons.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	Jose O’Coirbhin v. PNC Financial Services Group, Inc.

TOPICS

- sanctions
- wrongful foreclosure
- breach of contract
- attorney fees
- civil procedure

PRACTICE AREAS

civil procedure

sanctions

real estate

contracts

attorney fees

QUESTIONS PRESENTED

1. Whether dismissal of Plaintiff's remaining wrongful-foreclosure and breach-of-contract claims with prejudice was an appropriate sanction for Plaintiff's counsel's Rule 11 violations.
2. Whether Defendant should receive \$20,760 in attorney's fees incurred in defending the two claims and pursuing the sanctions motion, with Plaintiff's counsel personally responsible for payment.
3. Whether Plaintiff's counsel should be referred to the court's Standing Committee on Professional Conduct for failure to practice with the required honesty, care, and decorum and failure to discharge obligations to the court.

HOLDINGS

1. Dismissal of Plaintiff's wrongful-foreclosure and breach-of-contract claims with prejudice was warranted because the claims were factually baseless and dismissal was an appropriate sanction for the Rule 11 violations.
2. Defendant was entitled to \$20,760 in attorney's fees incurred in defending the two claims and pursuing the sanctions motion, and Plaintiff's counsel was personally responsible for paying that sanction.
3. Plaintiff's counsel was referred to the court's Standing Committee on Professional Conduct under Local Rule 11-6(a)(1).

KEY QUOTATIONS

"The sanction, however, "must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated." (at 1)

"Therefore, the Court AWARDS a Defendant \$20,760 in attorney's fees." (at 3)

FACTUAL BACKGROUND

Plaintiff's remaining claims were for wrongful foreclosure and breach of contract. The wrongful-foreclosure claim alleged that Defendant failed to provide notice of default at Plaintiff's last known address, but Plaintiff had previously submitted a verified complaint stating under penalty of perjury that the address where Defendant mailed the notice was his residence. The breach-of-contract claim alleged that Defendant failed to provide a reinstatement quote, although Defendant's counsel had sent Plaintiff's counsel the quote by email on three occasions before the Third Amended Complaint was filed. Plaintiff and his counsel did not adequately explain or address these contradictions.

PROCEDURAL HISTORY

The court previously granted Defendant's motion for Rule 11 sanctions as unopposed and on the merits, finding that Plaintiff's counsel violated Rule 11. Defendant then submitted proof of \$20,760 in attorney's fees, and Plaintiff failed to respond by the court-ordered deadline. Plaintiff's counsel filed a declaration addressing only

his admission to practice in the district and did not address the Rule 11 violations. The court dismissed Plaintiff's remaining claims with prejudice, imposed personal responsibility on counsel for the attorney's-fee sanction, and referred counsel to the Standing Committee on Professional Conduct.

DISPOSITION

dismissed

CASES CITED

- Hudson v. Moore Business Forms, Inc., 836 F.2d 1156, 1163 (9th Cir. 1987)

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