

Santa Clara County Judge Awards Nearly \$1.6M in Interest and Costs Following an Almost \$7M Verdict

With \$1.6M in interest and costs added by the court's post-trial order, the judgment now exceeds \$8.5M, and interest continues to accrue at \$60K/month.

SAN JOSE, CA, UNITED STATES, February 16, 2018 /EINPresswire.com/ -- The San Jose, California personal injury law firm of [Corsiglia McMahon & Allard](#) has announced that a Santa Clara County judge has awarded an additional \$1,600,000 in interest and costs on top of an almost \$7,000,000 jury verdict, because the defense rejected a settlement offer in 2016 for an amount that was one-third of the jury's verdict. Interest of approximately \$60,000 per month will continue to accrue until the judgment is satisfied. Attorney [Timothy McMahon](#) represented the injured plaintiff, 48-year-old Malte Selck, in *Selck v. Tran*, Santa Clara County Case No. 113CV246033. Mr. McMahon states that GEICO, the defendant's insurer, that refused an earlier offer to settle for the policy limit of \$100,000.00, is liable for the full amount of the judgment, including interests and costs. Mr. McMahon asserts that although GEICO had the right to settle or resolve the case at any point in the litigation process, it refused to pay its \$100,000.00 policy limit when the limit was requested by Mr. Selck in writing early on, then rejected settlement offers on several occasions thereafter.



Attorney Timothy McMahon

On January 29, 2018, GEICO's attorney sent Mr. McMahon a letter claiming that he and his firm had "disparaged" the insurance giant in making a public statement on Dec 7th 2017 about the verdict and trial result including a specific reference to the claim that GEICO was responsible for an additional \$3,100,000.00 in prejudgment interest and costs. GEICO claimed that \$3,100,000.00 had not been awarded and that it was not responsible for payment in any event. Mr. McMahon reports that, Plaintiff's claim for pre-judgment interest and expert costs was actually \$2,851,000.00 (not \$3,100,000 as originally referenced) and subject to the court's ruling on a post-trial motion. According to Mr. McMahon, following the hearing on February 2, 2018, the court awarded almost \$1,600,000.00 in interest and costs, with post-judgment interest accruing. He advises that since the date of the verdict, approximately \$120,000.00 in additional interest has accrued.

Mr. McMahon reports that GEICO's attorney also stated that it was not a party to the litigation but thought the prior public statement about the verdict gave that impression. According to Mr. McMahon, "GEICO was not a defendant, however, GEICO was central to the defense of the litigation. GEICO is the defendant's auto insurance carrier, and as such, it both selected and paid for the defense attorneys, and paid all defense experts. In fact, the original defense attorney selected by GEICO was a GEICO employee." Mr. McMahon states that GEICO had the right to settle or resolve the case at

any point in the litigation process, and that in 2016, when offers to settle exceeded the defendant's policy limit, GEICO refused to provide independent counsel for the defendant, to advise her concerning potential exposure of personal assets. Moreover, according to plaintiff's counsel, it ignored Mr. McMahon's February 25, 2016 written offer to pay for the defendant's consultation with an independent attorney to advise her concerning protection of her interests.

Timothy McMahon
Corsiglia, McMahon & Allard
408-289-1417
email us here

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