

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Ruling on Submitted Matter

All counsel and parties take notice that The Court, having taken the matter under submission on 04/22/2026 for Hearing on Motion - Other Judgment Notwithstanding the Verdict and Motion for New Trial, now rules as follows:

Defendant's motion for JNOV or new trial is DENIED IN PART, GRANTED IN PART. The Court denies Defendant's motion for new trial in full. The Court also denies Defendant's motion for JNOV as to non-economic damages. However, the Court grants Defendant's motion for JNOV as to punitive damages, and strikes the punitive damages award in full.

On 1/26/2017, Plaintiff Joy Slagel (Plaintiff) filed suit against Liberty Mutual Insurance Company, Ariam Alemseghed, and Leann Lo, alleging: (1) age discrimination; (2) age harassment; (3) retaliation in violation of FEHA; (3) discrimination on the basis of taking disability leave in violation of FEHA; (5) retaliation for taking disability leave in violation of FEHA; (6) failure to provide reasonable accommodation in violation of FEHA; (7) failure to engage in the interactive process in violation of FEHA; (8) breach of express oral contract not to terminate employment without good cause; (9) breach of implied in fact contract not to terminate employment without good cause; (10) wrongful termination of employment in violation of public policy; (11) violation of Labor Code section 1102.5; and (12) intentional infliction of emotional distress (IIED).

A jury trial commenced on 10/30/2025, and on 12/3/2025, the jury returned a verdict in favor of Plaintiff, Ms. Slagel. The jury awarded \$15 million in past non-economic damages and \$5 million in future non-economic damages. The jury also found malice, oppression and/or

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

JOY SLAGEL VS LIBERTY MUTUAL INSURANCE

COMPANY ET AL

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi

Judicial Assistant: M. Ventura

Courtroom Assistant: G.Chavez

CSR: None

ERM: None

Deputy Sheriff: None

fraud, setting forth a Phase II trial for punitive damages. On 12/5/2025, the jury awarded Ms. Slagel \$83 million in punitive damages.

On 3/20/2025, Defendant moved for judgment notwithstanding the verdict (JNOV) and for new trial.

Discussion

Defendant argues that the Court should vacate the punitive damages award outright. Alternatively, the Court should order a new trial on Liberty's liability, or dramatically reduce the compensatory and punitive damages award.

JNOV is warranted where "it appears from the evidence, viewed in the light most favorable to the party securing the verdict, that there is no substantial evidence to support the verdict." (*Teitel v. First L.A. Bank* (1991) 231 Cal.App.3d 1593, 1603.) Evidence is "substantial" only if it is "reasonable in nature, credible, and of solid value." (*Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 328.) JNOV can be granted on "some" or all of "the issues involved in the action." (*See* CCP §§ 629-630.)

A new trial is warranted based on the grounds set forth in section 657, including where the evidence was insufficient to support the verdict, where "excessive or inadequate damages" were awarded, or where irregularity in the proceedings prevented a fair trial. (CCP § 657.) The trial judge "sits as a thirteenth juror with the power to weigh the evidence and judge the credibility of the witnesses." (*Seffert v. L.A. Transit Lines* (1961) 56 Cal.2d 498, 507.) "If [the trial judge] believes the damages awarded by the jury to be excessive," it becomes his duty to order a new trial or "reduce them." (*Id.*) And if he believes "the weight of the evidence is against the verdict," he "may grant a new trial even though there [is] sufficient evidence to sustain the jury's verdict on appeal." (*Candido v. Huitt* (1984) 151 Cal.App.3d 918, 923.) So long as there is "substantial evidence in the record to support those reasons, the court's decision to order a new trial will not be disturbed on appeal." (*Lane v. Hughes Aircraft Co.* (2000) 22 Cal.4th 405, 412.)

As to the contention that the punitive damages award should be vacated for lack of evidence of misconduct by a managing agent and lack of clear and convincing evidence of malice, oppression, or fraud, the Court agrees.

Because "the jury's award of punitive damages does not constitute a finding of 'fact,'" the Court reviews the jury's award de novo. (*Cooper Industries, Inc. v. Leatherman Tool Group,*

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

Inc. (2001) 532 U.S. 424, 436-437.) That de novo review is “[e]xacting.” (*Simon v. San Paolo U.S. Holding Co., Inc.* (2005) 35 Cal.4th 1159, 1172.) The Court must “mak[e] an independent assessment” of the evidence. (*Id.*) It must vacate or reduce the award. (*Id.*) In exercising this review, courts must “consider three guideposts”: (1) the “degree of reprehensibility of the defendant’s misconduct”; (2) the “disparity” between the punitive damages award and the “actual or potential harm” the plaintiff suffered; and (3) the “difference” between the punitive damages award and “the civil penalties authorized or imposed in comparable cases.” (*State Farm Mutual Automobile Insurance Co. v. Campbell* (2003) 538 U.S. 408, 418.)

All factors favor striking the punitive damages award in full.

First, Courts look to five factors in gauging reprehensibility: “whether: [1] the harm caused was physical as opposed to economic; [2] the tortious conduct evinced an indifference to or a reckless disregard of the health or safety of others; [3] the target of the conduct had financial vulnerability; [4] the conduct involved repeated actions or was an isolated incident; and [5] the harm was the result of intentional malice, trickery, or deceit, or mere accident.” (*State Farm, supra*, 538 U.S. at 419.)

Here, the jury awarded damages for emotional distress of limited duration, not physical injuries, and Slagel suffered no “physical assault or trauma.” (*Id.* at 426.) When Ms. Slagel submitted her anonymous complaint to Liberty leadership, the company promptly responded by sending an HR representative to investigate the complaint, allowed employees an opportunity to voice their concerns, and provided the onsite supervisor, Ariam Alemseghed with feedback regarding those concerns and the need to improve employee morale. (Ex. 10 [11/19/2025 Tr. 91:25-28].) Ms. Slagel was a well-paid employee with a supportive partner and an adult daughter who worked as a financial advisor in the banking industry. (Ex. 6 [11/13/2025 Tr. 63:10-18]; Ex. 11 [11/20/2025 Tr. 20:23-21:7].) After she was terminated, Ms. Slagel had a job interview immediately lined up, moved into her future husband’s home, and was employed at York Risk Services about a month later. (Ex. 7 [11/14/2025 Tr. 93:3-16].)

Plaintiff offered no evidence from which a juror could reasonably infer that any Liberty employee or managing agent acted with “intentional malice, trickery, or deceit.” (*State Farm, supra*, 538 U.S. at 419.)

Moreover, Ms. Slagel’s testimony related to harassment relied on her own subjective perceptions, rather than actual evidence that any employee made derogatory comments to her, physically harmed her, or disregarded her health or safety. Moreover, even accepting Ms.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

Slagel’s perceptions as credible, the conduct established by that testimony was far too benign, and the record far too unclear, to support a finding that Ms. Alemseghed’s actions (or those of any other Liberty employee) were so “vile” or “contemptible” as to warrant the imposition of punitive damages. (*Mock v. Mich. Millers Mutual Insurance Co.* (1992) 4 Cal.App.4th 306, 330-331.)

For example, Ms. Slagel testified that Ms. Alemseghed said hello to younger employees but not Ms. Slagel. As Ms. Alemseghed explained, that was impossible: Slagel’s team worked in a “pod” with “four cubicles,” so to say hello to everyone but Ms. Slagel, Ms. Alemseghed “would have to go inside the cubicle and give” Ms. Slagel her back, which Ms. Alemseghed did not do. (Ex. 10 [11/19/2025 Tr. 124:4- 20].) But even if Ms. Alemseghed did exclude Ms. Slagel from her daily greetings, that still falls far short of “despicable.” (*Roby v. McKesson Corp.* (2009) 47 Cal. 4th 686, 717.) It thus cannot support a punitive damages award.

Additionally, Defendant maintained Ms. Slagel was terminated for falsifying records and dishonesty. Defendant presented evidence Ms. Slagel misrepresented to an important and high-profiled client – Disney – that a social media report had been ordered, a report Disney was waiting on before settling a workers compensation claim of an employee. She clearly had not ordered it. Stephanie Connor, from Disney, raised “very serious concerns” about trusting Ms. Slagel. (*See*, Ex. 121, email dated 4/8/2016).

Ms. Slagel claimed her supervisor Craig Ballard had done a social media review during a claims review meeting at the end of 2014, despite the fact it was standard procedure to farm them out to a third-party vendor. Mr. Ballard did indicate another follow-up one should be done again later.

When Ms. Connor requested Ms. Slagel order a social media report in August, 2015, Ms. Slagel never told her Mr. Ballard had done one but instead said that one was ordered, that it had come back negative, and she was tracking down the report. With Disney complaints going to management, and Liberty Mutual’s Melanie Krikorian telling Ms. Slagel “to fix this,” she finally ordered it on 3/24/2016 (Exh. 79-5). However, Ms. Slagel secreted documentation of it in a medical file so Disney could not see when it was ordered. The report from the third-party vendor was ready 4/8/2016 (Ex. 558.), over a year after Mr. Ballard’s perfunctory mid-meeting social media check.

While the Court cannot find “no substantial evidence to support the verdict” in light of the evidence of age discrimination discussed above, the Court cannot find Defendant’s

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

termination of her amounting to malice, oppression, or fraud.

Second, when “compensatory damages are substantial, then a lesser ratio, perhaps only equal to compensatory damages, can reach the outermost limit of the due process guarantee.” (*State Farm*, 538 U.S. at p. 425; *see, e.g., id.* at p. 426 [\$1 million in compensatory damages is substantial]; *Walker v. Farmers Insurance Exchange* (2007) 153 Cal.App.4th 965, 974 [\$750,000 is substantial].) The 4.15:1 ratio here, which sits atop a \$20 million emotional-distress damages award, is grossly excessive.

Third, as “the largest age discrimination verdict in U.S. history” (Paul Williams, L.A. Jury Awards Record \$103 Million in Liberty Mutual Age Discrimination Case, LA Times (Dec. 24, 2025)), the punitive damages award dwarfs those “authorized or imposed in comparable cases” (*State Farm, supra*, 538 U.S. at 428.)

Taken together, and after weighing the degree of reprehensibility, the disparity between the award and the actual or potential harm suffered, and the difference between the size of this award and those in comparable cases, the Court finds that the punitive damages award should be struck in their entirety.

As to the second contention, Defendant argues that the Court should order a new trial on liability “due to Slagel’s failure of proof, the outrageously excessive damages awards, and Slagel’s counsel’s gross misconduct throughout trial.” (Motion, 13: 23-24.)

As to the contention that no reasonable juror could have found causation, Defendant argues that Plaintiff offered no evidence that her age or protected activity was a substantial motivating factor for her termination, and therefore, no reasonable juror could have found the requisite causation.

The Court disagrees. As noted by Plaintiff:

The jury heard extensive evidence of Ms. Alemseghed’s discriminatory animus toward older, long-tenured employees in the Glendale office. Ms. Slagel testified that when Ms. Alemseghed became Regional Claims Manager in 2012, there was a marked difference in how she treated younger and older employees. In the mornings, Ms. Alemseghed would say “good morning” to younger employees while ignoring Ms. Slagel and other older employees. This was not a one-time occurrence, it persisted throughout Ms. Slagel’s employment until her eventual

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

termination. Ms. Alemseghed's discrimination went beyond greetings. When younger employees had work achievements, Ms. Alemseghed celebrated them and made a big scene. By contrast, when Ms. Slagel received the MARS award, Ms. Alemseghed threatened her, "[she] just got lucky, and it will never happen again." (Exh. 11, TT 11/17/25 74:12-17.) The pattern extended to the composition of the office itself. Slagel observed that older employees were being given higher workloads, subjected to performance criticism, forced out, and replaced by young, new college graduates. In her anonymous letter to the Executive Vice President Glenn Shapiro in March 2015, Ms. Slagel complained that Ms. Alemseghed "doesn't care if long-term employees leave because she can hire a recent college graduate," and that the "perception of 10-plus years is she wants us to leave." (Exh. 25.)

Ms. Slagel was not alone in her observations. Multiple witnesses corroborated Ms. Alemseghed's pattern and practice of age discrimination. Helen Adoian testified to observing Ms. Alemseghed treat younger employees different than more seasoned tenured older employees, describing the same pattern of selective greetings and preferential recognition. Anna Lopez, another older employee who also complained about age discrimination, was likewise terminated by Liberty. Ms. Slagel's testimony about this ongoing pattern from 2012 through her termination in 2016 constitutes substantial evidence of animus all by itself, as even a single witness's testimony may support a verdict.

(Opp., 17:10-18:2.)

Moreover, Plaintiff submitted evidence which could support a reasonable inference that Ms. Alemseghed was involved in the termination decision. For example, Plaintiff submitted evidence that Ms. Alemseghed brought the social media report issue to Patrick Hile's attention, the most senior person in the Workers' Compensation Claims division. Virginia Bennett's own email to Michael Polk stated: "Ariam (Alemseghed) brought this to Pat's (Hile) attention and he's very concerned." (Exh. 33.) The jury could reasonably infer that Ms. Alemseghed's involvement in flagging and amplifying the social media report issue was driven by the same discriminatory animus she exhibited in her treatment of older employees, particularly given the temporal proximity between Ms. Slagel's age discrimination complaints and the investigation. Moreover, the jury was entitled to consider Ms. Alemseghed's years of differential treatment and the broader exodus of older employees in evaluating whether her involvement in the social media report escalation was tainted by discriminatory animus.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

Finally, Plaintiff submitted evidence which could support the jury’s finding that Ms. Bennett’s investigation into the social media report was a pretext for unlawful termination. For example, Plaintiff presented evidence of Ms. Bennett’s refusal to contact Craig Ballard—Slagel’s former supervisor—who was the key corroborating witness regarding the original social media check. When confronted at trial about this failure, the jury could have reasonably found that Ms. Bennett could not adequately explain why she never simply picked up the phone. The jury was fully entitled to reject Liberty’s characterization that Ms. Slagel was “dishonest” and to find instead that Liberty used the confusion between social media “checks” and “reports” as a convenient pretext to terminate a 30-year employee who had been complaining about age discrimination.

As to the contention of excessive non-economic damages, a judge is not permitted to substitute his judgment for that of the jury on the question of damages unless it appears from the record the jury verdict was improper.” (*Bigboy v. County of San Diego* (1984) 154 Cal.App.3d 397, 406; *see* Evid. Code § 312.) “Translating pain and anguish into dollars can, at best, be only an arbitrary allowance, and not a process of measurement, and consequently the judge can, in his instructions, give the jury no standard to go by; he can only tell them to allow such amount as in their discretion they may consider reasonable.” (*Beagle v. Vasold* (1966) 65 Cal.2d 166, 172; *see* CACI 3905A.)

“The fact that the verdict is very large does not alone compel the conclusion the award was attributable to passion or prejudice.” (*Fernandez v. Jimenez* (2019) 40 Cal.App.5th 482, 490.) Emotional distress is “no less real or worthy of compensation” than physical injuries. (*Peralta Community College Dist. v. Fair Employment & Housing Com.* (1990) 52 Cal.3d 40, 56.) For “hard-to-quantify injuries, such as emotional or reputational ones...the trier of fact [is] free to place any dollar amount [on the harm],” and its broad discretion will not be disturbed absent damages that are “so grossly excessive so as to shock the moral sense.” (*Rony v. Costa* (2012) 210 Cal.App.4th 746, 756.)

In support of its contention that the noneconomic damages awarded were excessive, Defendant notes the evidence presented that Ms. Slagel’s emotional distress was neither severe nor long-lasting. (*See e.g.* Ex. 7 [11/14/2025 Tr. 75:27-76:1]; *see also* Ex. 9 [11/18/2025 Tr. 57:9-20]; Ex. 25 [Exhibit 569]; Ex. 10 [11/19/2025 Tr. 12:21-26]; Ex. 9 [11/18/2025 Tr. 62:13-17]; Ex. 10 [11/19/2025 Tr. 13:1-10]; Ex. 4 [11/10/2025 Tr. 97:15-24].)

However, the proper question here is not whether this Court, presented with the same

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi
Judicial Assistant: M. Ventura
Courtroom Assistant: G.Chavez

CSR: None
ERM: None
Deputy Sheriff: None

evidence, would have reached the same conclusion, but whether or not “...the recovery for emotional distress is so grossly disproportionate as to raise a presumption that it is the result of passion and prejudice....” (*Pistorius v. Prudential Insurance Co.* (1981) 123 Cal.App.3d 541, 552.)

Here, the Court does not reach such a conclusion, in light of the substantial evidence presented by Plaintiff on which the jury could have relied upon in reaching its award. (*See e.g.* Tr. 11/14/25 90:3-19, 90:24-91:9; Caitlyn Troupe ¶ 14.)

Finally, as to the contention, Defendant argues that Plaintiff’s counsel’s gross misconduct conduct at trial unfairly prejudiced Defendant. In support, Defendant specifically points to (a) Plaintiff’s counsel’s repeated introduction of irrelevant and prejudicial “me too” testimony, and (b) Plaintiff’s counsel’s improper reliance on inflammatory language and repeated mischaracterization of witness testimony, including through the improper use of a demonstrative. (*See*, CCP § 657, subd. (1).)

The Court disagrees. The Court actively monitored testimony throughout, and several Court defense objections were sustained on foundation, speculation, and hearsay grounds, specifically as it relates to testimony about colleagues being “pushed out” or “forced out.” (Exh. 4, TT 11/5/25, 70:14-16, 82:13-20; Exh. 9, TT 11/13/25, 121:7-9, 25-17, 121:28-122:6, 122:19-21.) The Court also consistently instructed the jury that anything written by attorneys on scratch pads or easels is not evidence. (Exh. 5, TT 11/6/25 51:12-20.) Moreover, Plaintiff submitted a declaration from two jurors who testified that the jury did not consider what was written on the scratch pad during deliberations. (Decl. of Jennifer Whitman, Decl. of Manuel Castro.)

In sum, the Court finds the verdict was supported by substantial evidence, with the exception of the award of punitive damages.

Based on the foregoing, Defendant’s motion for JNOV or new trial is denied in part, granted in part. The Court denies Defendant’s motion for new trial in full. The Court denies Defendant’s motion for JNOV as to non-economic damages, but grants the motion as to punitive damages, consistent with the ruling set forth above.

It is so ordered.

Dated: May 11, 2026

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 309

BC648246

**JOY SLAGEL VS LIBERTY MUTUAL INSURANCE
COMPANY ET AL**

May 11, 2026

8:30 AM

Judge: Honorable Jon R. Takasugi

Judicial Assistant: M. Ventura

Courtroom Assistant: G.Chavez

CSR: None

ERM: None

Deputy Sheriff: None

Hon. Jon R. Takasugi
Judge of the Superior Court

Clerk is to give notice.

Certificate of Service is attached.