THE RUBIN LAW CORPORATION
Steven M. Rubin (SBN 090867)
Email: steve@stevenrubinlaw.com
12100 Wilshire Blvd Suite 825
Los Angeles, CA 90025
Telephone: (310) 385-0777

Attorneys for Plaintiff
Kevin Baillie

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KEVIN BAILLIE, an individual,

Plaintiff,

vs.

EYELINE STUDIOS; SCANLINE VFX LA, LLC; NETFLIX, INC.; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 26STCV23421

COMPLAINT FOR DAMAGES; DEMAND FOR JURY TRIAL:

1. Disability Discrimination (Gov. Code § 12940(a));
2. Failure to Provide Reasonable Accommodation (Gov. Code § 12940(m)) — In the Alternative;
3. Failure to Engage in the Interactive Process (Gov. Code § 12940(n)) — In the Alternative;
4. Retaliation (Gov. Code § 12940(h));
5. Failure to Prevent Discrimination and Retaliation (Gov. Code § 12940(k));
6. Retaliation in Violation of Labor Code Section 1102.5;
7. Wrongful Termination in Violation of Public Policy;
8. Promissory Fraud / Fraudulent Inducement;
9. Fraudulent Concealment — In the Alternative;
10. Promissory Estoppel — In the Alternative;
11. Violation of the Confidentiality of Medical Information Act (Civ. Code § 56 et seq.)

JURY TRIAL DEMANDED
Amount Demanded Exceeds $25,000.00 (Gov't Code § 72055)

Plaintiff KEVIN BAILLIE ("Plaintiff") alleges against Defendants EYELINE STUDIOS; SCANLINE VFX LA, LLC; NETFLIX, INC.; and DOES 1 through 50, inclusive (collectively "Defendants"), as follows:

INTRODUCTION

1. This is an action arising out of the wrongful termination of Plaintiff Kevin Baillie, a thirty-year visual-effects professional recruited to lead the creative organization of Defendants' visual-effects studio. Before Plaintiff executed his written employment agreement or began work, Defendants' then-interim Chief Executive Officer expressly promised substantial severance protection and represented that it did not need to appear in Plaintiff's contract because it was a generally applicable company practice. Plaintiff relied on those representations in executing the agreement without an individualized severance term and commencing employment. Defendants later terminated Plaintiff after he disclosed that he had undergone physician-supervised medical treatment for a mental-health condition, and after he objected that Defendants' characterization of that treatment was unfair and unlawful, and denied the promised severance on the pretext of "misconduct" that Defendants themselves had sponsored, modeled, and condoned.

2. Plaintiff brings the following causes of action: (1) Disability Discrimination (Gov. Code § 12940(a)); (2) Failure to Provide Reasonable Accommodation (Gov. Code § 12940(m)), pleaded in the alternative; (3) Failure to Engage in the Interactive Process (Gov. Code § 12940(n)), pleaded in the alternative; (4) Retaliation (Gov. Code § 12940(h)); (5) Failure to Prevent Discrimination and Retaliation (Gov. Code § 12940(k)); (6) Retaliation in Violation of Labor Code section 1102.5; (7) Wrongful Termination in Violation of Public Policy; (8) Promissory Fraud / Fraudulent Inducement; (9) Fraudulent Concealment, pleaded in the alternative; (10) Promissory Estoppel, pleaded in the alternative; and (11) Violation of the Confidentiality of Medical Information Act (Civ. Code § 56 et seq.).

PARTIES

3. Plaintiff Kevin Baillie is, and at all relevant times was, an individual residing in the State of California.

4. Plaintiff was employed by Defendants as Vice President, Head of Creative and, from in or about May 2025 following a promotion, as Vice President, Head of Studios.

5. Plaintiff is informed and believes, and on that basis alleges, that Defendant Scanline VFX LA, LLC is a limited liability company doing business in the State of California and the entity that served as Plaintiff's nominal employer of record.

6. Plaintiff is informed and believes, and on that basis alleges, that Defendant Eyeline Studios is a business unit and/or brand through which Defendants operated the visual-effects studio at which Plaintiff worked.

7. Plaintiff is informed and believes, and on that basis alleges, that Defendant Netflix, Inc. is a Delaware corporation doing business in the State of California.

8. The true names and capacities of Defendants named as DOES 1 through 50 are unknown to Plaintiff, who will amend this Complaint to allege their true names and capacities when ascertained.

JOINT EMPLOYER / INTEGRATED ENTERPRISE

9. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times Defendants Netflix, Inc., Scanline VFX LA, LLC, and Eyeline Studios constituted a single integrated enterprise and/or joint employer of Plaintiff, such that each is liable as Plaintiff's employer. In support, Plaintiff alleges: (a) Common ownership and financial control. Netflix announced its acquisition of Scanline VFX on or about November 22, 2021, and completed the acquisition in or about the first quarter of 2022. In or about October 2025, Netflix publicly rebranded Scanline VFX and its affiliated research and virtual-production operations under a single "Eyeline" brand. (b) Common management. The senior executives who directed Plaintiff's employment — including the Chief Executive Officer, the Head of Human Resources, and the personnel who oversaw finance and operations — are Netflix employees. On information and belief, a Netflix employee signed Plaintiff's employment agreement. (c) Centralized control of labor relations. The investigation of Plaintiff and the decision to terminate him were conducted and functionally made by Netflix personnel, including a Netflix Employee Relations manager who conducted the investigation and Netflix in-house counsel who directed the matter. Defendants

shared a common human-resources platform. (d) Interrelated operations and benefits. Plaintiff's final payslip bore the Netflix logo and identified benefits as "Netflix Paid Premiums: Medical" and "Netflix Paid: Mental Health Benefit." Plaintiff was enrolled in Netflix's retirement and insurance plans. On information and belief, no separate Scanline or Eyeline benefits plan existed. Netflix provided information-technology and marketing support to the studio's operations.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action. The amount in controversy exceeds the jurisdictional minimum of this Court.

11. Venue is proper in this Court because the wrongful conduct alleged occurred in the County of Los Angeles and Defendants transact business in this County.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

12. With respect to the causes of action arising under the Fair Employment and Housing Act (the First through Fifth Causes of Action), Plaintiff has exhausted his administrative remedies by filing a timely complaint with the California Civil Rights Department and obtaining a right-to-sue notice, attached hereto.

GENERAL ALLEGATIONS

A. Recruitment and the Severance Promise

13. In or about August and September 2024, Plaintiff was recruited to lead the studio's creative organization. At the time, Plaintiff was in a final-stage process for a competing opportunity as the visual-effects supervisor on the feature film "The Thomas Crown Affair," directed by Michael B. Jordan. Plaintiff was recruited for that role by producer Elizabeth Raposo and executive producer Patrick McCormick, had completed multiple interviews, including a final interview with Mr. Jordan, and was told that the film intended to make an offer. The producers advised Plaintiff that he would be a strong fit and sought prompt clarity whether he would proceed with the film or the Netflix opportunity. The role would have paid approximately $14,000 per week, plus premium overtime, consistent with Plaintiff's customary production income of approximately $900,000 per year. Plaintiff informed Shapiro that the film opportunity had become serious and that its producers

expected to make an offer that week; Shapiro responded that Defendants wanted to move to an offer as well.

14. While Defendants and Plaintiff were finalizing the written employment terms, and before Plaintiff signed the agreement or commenced work, the studio's then-interim Chief Executive Officer, Jeff Shapiro, proactively raised the subject of severance protection. On or about September 12, 2024, Shapiro texted Plaintiff that he would like to fill Plaintiff in on "how we handle severance for termination without cause," and scheduled a call for the following morning. On that call, on or about September 13, 2024, Shapiro represented to Plaintiff that Plaintiff would receive severance of approximately nine months and "perhaps even up to a year," and stated words to the effect that Plaintiff "would have to lie, steal, or harass somebody to not get the severance."

15. Shapiro further represented, in substance, that the severance protection was "something Netflix does," applied to everyone, and did not need to be included in Plaintiff's written employment agreement because such protection was not included in anyone's contract. Shapiro thereby discouraged Plaintiff from negotiating an individualized written severance term. That same morning, Shapiro advised Plaintiff that he had spoken with Netflix legal and obtained written contract language addressing a separate issue; he nevertheless represented that no written language was necessary to protect Plaintiff's severance.

16. On or about September 13, 2024, Plaintiff contemporaneously memorialized Shapiro's representations in a dated writing and in notes of the call.

17. Later on September 13, 2024, after the severance call and while the final employment terms were still being revised, Plaintiff executed the written employment agreement without insisting on an individualized severance provision. In reasonable reliance on Shapiro's representations, Plaintiff commenced employment on September 16, 2024. Plaintiff chose the position with Defendants over The Thomas Crown Affair and withdrew from the film process, ending a substantial, final-stage opportunity and causing significant disruption to professional relationships formed in connection with it.

B. Employment, Compensation, and the November 2025 Reissued Agreement

18. Plaintiff commenced employment on or about September 16, 2024. Plaintiff's initial compensation included a base salary of $900,000 per year, together with healthcare benefits and a lodging stipend. In connection with his May 2025 promotion, Plaintiff received a $100,000 raise, and in or about late October 2025 Defendants approved a further $100,000 performance-based raise, effective January 1, 2026. Plaintiff's base salary at the time of his termination was $1,100,000 per year.

19. In or about November 2025, Defendants presented Plaintiff with a reissued employment agreement dated on or about November 17, 2025. On information and belief, Plaintiff was given no meaningful opportunity to negotiate its terms. The reissued agreement, like the original, did not contain the severance promise Shapiro had made, consistent with Shapiro's earlier statements discouraging its reduction to writing. At no time before Plaintiff's termination did Defendants inform him that he was excluded from any applicable severance plan or that the protection Shapiro had described was discretionary.

20. At all relevant times, Plaintiff performed his job duties competently and had never received a written warning, performance-improvement plan, or negative performance review in his thirty-year career. To the contrary, Defendants promoted Plaintiff to Vice President, Head of Studios in or about May 2025 with a substantial raise; gave Plaintiff an overwhelmingly positive twelve-month performance review in or about late October 2025, in which the only feedback offered was that Plaintiff should "drop one or two less f-bombs, but don't stop entirely" when working with Netflix software engineers; and approved a further $100,000 raise effective January 1, 2026, less than three months before terminating him.

C. Plaintiff's Protected Medical Treatment and Its Disclosure

21. At all relevant times, Plaintiff had, had a record or history of, or was regarded by Defendants as having, a mental-health condition constituting a disability within the meaning of Government Code sections 12926 and 12926.1.

22. In or about October and November 2022, Plaintiff underwent lawful, physician-supervised medical treatment for that condition, consisting of ketamine therapy prescribed and

administered by a licensed physician, Remi Drozd, M.D., at an accredited clinic in Santa Barbara, California (then operating as Santa Barbara Ketamine, later known as Lucid Therapeutics), on October 26, November 9, and November 15, 2022, together with associated pre- and post-treatment integration therapy with a licensed marriage and family therapist to whom Dr. Drozd referred Plaintiff. The treatment addressed clinical depression and grief following the death of Plaintiff's mother.

23. Plaintiff first disclosed his medical treatment to Shapiro in or about August 2024, before accepting employment, in the context of explaining how the treatment had informed Plaintiff's perspective on emerging generative-AI tools. On or about January 19, 2026, at a company executive retreat at Sendero Ranch, closely following a session specifically themed around a company-facilitated "Vulnerability-Based Trust" exercise designed to elicit candor and personal disclosure, Plaintiff discussed that physician-supervised medical treatment for his mental health condition, consistent with the session's stated purpose. Thereafter, during Defendants' investigation, on or about March 18, 2026, Defendants' investigator raised Plaintiff's ketamine therapy with Plaintiff uninvited, in a manner suggesting suspicion of recreational drug use, and Plaintiff again explained its medical nature and supervision.

D. <u>Alcohol Consumption Was Company-Sponsored, Leadership-Modeled, and Condoned</u>

24. The consumption of alcohol at company events was common, openly tolerated, and affirmatively encouraged by Defendants. Defendants organized the events at which the conduct at issue allegedly occurred and provided and paid for the alcohol served at them.

25. At a July 24, 2025 team offsite in Los Olivos; at the SIGGRAPH conference in Vancouver on or about August 14 and 15, 2025, including an Eyeline-sponsored industry party on or about August 13, 2025; and at a January 19 through 23, 2026 executive retreat at Sendero Ranch, alcohol was furnished by Defendants. The Sendero Ranch venue is owned and operated by Netflix itself; the fully stocked bar available to attendees was maintained, and its alcohol supplied, by Defendants. At check-in, ranch staff expressly invited attendees to serve themselves, stating, in substance: "sometimes we'll have staff serving signature cocktails, and sometimes you'll need to

tend bar on your own. After hours, treat the bar like it's yours." During a period when the bar was unstaffed, Plaintiff accordingly tended bar for his colleagues, openly, at a company-organized event held at Defendants' own facility, in the presence of Defendants' senior leadership including Shapiro and Favre, and without objection or concern from anyone. During one evening of the retreat, in a conversation inspired by the "Vulnerability-Based Trust" session held earlier that day, colleagues at the bar discussed what each had learned from prior relationships. In that spirit, Plaintiff shared a humorous lesson from his prior marriage: his former father-in-law had taught him to drink a pint of Guinness while standing on his head. His colleagues immediately asked for a demonstration and themselves went and procured a Guinness for the purpose, and Plaintiff, rather than withhold the openness the session had encouraged, performed the trick. Plaintiff was not intoxicated, and the moment was innocent and well received. No one expressed any contemporaneous concern about either the bartending or the party trick; Defendants later cited this conduct as a basis for termination.

26. Defendants' own Chief Executive Officer, Jeff Shapiro, and Head of Human Resources, Mercedes Favre, personally attended these events, were fully aware of the conduct, and personally consumed alcohol alongside employees. When Plaintiff himself proactively raised the SIGGRAPH incident with Shapiro and Favre shortly afterward, they responded reassuringly, with Shapiro stating words to the effect of "don't worry about it" and Favre stating words to the effect of "happens to the best of us," and the matter was not raised again until Defendants' investigation of Plaintiff months later. At no time did Defendants provide any feedback, counseling, warning, or discipline concerning this conduct — until after Plaintiff disclosed his protected medical treatment.

27. Shapiro personally set the cultural tone concerning alcohol at the executive level. Plaintiff personally observed Shapiro consume alcohol with Netflix and/or Eyeline employees at numerous company-connected events, including the following: Plaintiff's welcome dinner on or about September 16, 2024; Netflix Annual Business Review events on or about March 17, 2025; late-night drinks at a cocktail bar at the Rosewood Hotel in Vancouver on or about August 12, 2025, with other Netflix and Eyeline employees present; Eyeline winter parties in Los Angeles on or about December 5, 2025 and in Vancouver on or about December 18, 2025; the Sendero Ranch

retreat from January 19 through 23, 2026; a Los Angeles Lakers game on or about February 5, 2026 attended by Netflix executives, including Shapiro's direct supervisor; and a company car ride to the Visual Effects Society Awards on or about February 25, 2026, during which Shapiro purchased beer at a corner store and brought it into the vehicle for the group to share, followed that night by a company-hosted open-bar after-party for several hundred attendees that Shapiro approved and attended. Shapiro also maintained a personal bar in his office, from which he served alcohol to Plaintiff on multiple occasions, including after a successful meeting with Netflix's Co-Chief Executive Officer Ted Sarandos and during a brainstorming session concerning the studio's future vision, and Shapiro gave Plaintiff alcohol as holiday gifts.

E. <u>Disparate Treatment</u>

28. Defendants treated Plaintiff less favorably than other similarly situated executives. To Plaintiff's knowledge, every other Eyeline or Scanline executive who separated from the company during Plaintiff's tenure received severance; Plaintiff's knowledge derives from direct conversations with departing executives, internal communications, and industry channels. On information and belief, executives received severance even where allegations of misconduct were involved, including a former C-level executive in or about November 2024 following complaints of verbally aggressive conduct in meetings, and a senior executive separated in or about May 2026 following racially offensive remarks; both individuals told Plaintiff directly that they had received severance. Other Director- and Vice-President-level employees also separated with severance during this period. Plaintiff was denied the severance Shapiro had promised: approximately $825,000 for nine months of base salary, with the amount potentially reaching $1,100,000 if severance extended to one year. Plaintiff is further informed and believes that the magnitude of that obligation was itself a motivating factor in Defendants' decision to recharacterize previously condoned conduct as disqualifying "misconduct." Plaintiff is informed and believes that the ability and power to subpoena these individual comparators is vitally important to fundamental fairness in the conduct of this lawsuit.

F. Absence of Progressive Discipline

29. On information and belief, Defendants maintained and followed a practice of progressive discipline for conduct and performance issues. Plaintiff — a thirty-year professional who had never received any warning, performance-improvement plan, or negative performance feedback — was summarily terminated with no progressive discipline whatsoever. Defendants' abrupt and total departure from their ordinary progressive-discipline practice, applied uniquely to Plaintiff and only after he disclosed his disability and protected medical treatment, is evidence that Defendants' stated reasons were false and pretextual. Again, Plaintiff's authority to subpoena these individuals and others with personal experience and knowledge of these policies is imperative to achieving fundamental fairness in the conduct of this lawsuit.

G. The Pretextual Investigation and Termination

30. Following Plaintiff's disclosure of his medical treatment, Defendants commenced an investigation. During Plaintiff's investigation interview on or about March 18, 2026, Defendants' investigator raised Plaintiff's ketamine therapy uninvited, in a manner suggesting suspicion of recreational drug use. The investigation was scoped to alleged profanity and drinking; it did not include any inquiry into whether Plaintiff had a medical condition or required accommodation. Defendants never requested any medical records or documentation concerning Plaintiff's condition or treatment before acting on their characterization of it.

31. During that same March 18, 2026 interview, Plaintiff expressly objected to the investigator's characterization of his physician-supervised medical treatment. Plaintiff stated, in substance, that it was not fair to characterize that treatment as a lack of judgment, and reiterated that the treatment was lawful, medically supervised, and undertaken to address a mental-health condition. By these statements, Plaintiff opposed conduct he reasonably and in good faith believed constituted disability-based discrimination prohibited by the Fair Employment and Housing Act, and disclosed his reasonable belief that Defendants' elicitation and use of his confidential medical information against him was unlawful.

32. Rather than recognize Plaintiff's disclosure as concerning a protected medical condition, Defendants recharacterized Plaintiff's lawful, physician-supervised treatment as

"recreational drug use" and "poor judgment," and used that recharacterization as a basis for discipline and termination.

33. On or about April 23, 2026, in a call with Plaintiff's then-counsel, Netflix in-house counsel confirmed that the ketamine-therapy issue had factored into the termination decision, characterizing Plaintiff's discussion of his medical treatment as among the "judgment" issues that resulted in his termination. Plaintiff is informed and believes that Defendants and each of them failed to investigate whether the investigation into his conduct was itself unlawful after he put them on notice that he used the Ketamine to treat depression and that the fact that he was prescribed Ketamine should not be held against him. At no time after Plaintiff disclosed that he was suffering from depression and undergone treatment for it did anyone from any of the Defendant companies ask Plaintiff whether he needed accommodation for his disability.

34. Plaintiff was placed on administrative leave on or about March 15, 2026, and his employment was terminated on or about March 20, 2026.

35. The temporal sequence — Plaintiff's renewed disclosure of his physician-supervised medical treatment at the January 19, 2026 retreat; his objection during the March 18, 2026 investigation interview to Defendants' characterization of that treatment; and his termination on or about March 20, 2026 — together with Defendants' revival of previously condoned, leadership-modeled conduct as the asserted basis for termination, supports a reasonable inference that Plaintiff's actual or perceived mental disability, and his protected opposition, were substantial motivating reasons for his termination.

H. <u>Denial of Severance</u>

36. After terminating Plaintiff, Defendants refused to pay the severance Shapiro had promised. Defendants asserted that Plaintiff was not eligible under an applicable severance plan and separately characterized his purported conduct as disqualifying misconduct or "Cause." Plaintiff's claim based on Shapiro's recruitment representations does not depend on formal plan eligibility. Rather, if Defendants' present assertion that Plaintiff was categorically ineligible is true, that undisclosed limitation contradicts Shapiro's representation that the protection applied to everyone and need not be included in Plaintiff's contract. The conduct Defendants cited did not

involve lying, stealing, or harassment — the circumstances Shapiro identified to Plaintiff as disqualifying him from the promised severance.

I. The Public Announcement of Plaintiff's Termination

37. Plaintiff prepared a neutral message concerning his departure to be shared with Eyeline employees. That message was never sent. Instead, on or about March 20, 2026, Shapiro unilaterally broadcast his own message, without seeking Plaintiff's approval, stating in substance: "I've made the difficult decision to part ways with Kevin Baillie. As a result, today (March 20) will be his last day at Eyeline. I want to thank Kevin for all of his contributions and wish him the best in his next chapter."

38. A neutral, true, and privileged announcement — for example, that Plaintiff and Defendants had "parted ways" or that Plaintiff was "moving on" — was available to Defendants. Defendants rejected that neutral option in favor of an active, unilateral framing that affirmatively communicated that Plaintiff had been removed by decision of the Chief Executive Officer.

39. Because Plaintiff's own neutral message was never sent, Shapiro's message was the sole authoritative account of Plaintiff's departure communicated to staff. Shapiro's message was distributed on a company-wide "all" distribution alias reaching Netflix and/or Eyeline personnel across human resources, marketing, and technology functions — well beyond those persons with a legitimate business need to know of Plaintiff's departure. The shared distribution channels and personnel across which the message was sent further reflect the integration of Defendants' operations alleged above.

40. Shapiro's message caused recipients to speculate that Plaintiff had engaged in serious misconduct warranting termination. One of Plaintiff's former direct reports relayed that an employee of his had inquired whether the recent death of a coworker had led to Plaintiff's termination. Others, including Eyeline executives and Netflix executives, expressed concern that Plaintiff had been accused of sexual misconduct or other forms of harassment. [

FIRST CAUSE OF ACTION — Disability Discrimination (Gov. Code § 12940(a)) — Against All Defendants

41. Plaintiff realleges and incorporates by reference paragraphs 1 through 40 as though fully set forth herein.

42. At all relevant times, Plaintiff had, had a record or history of, or was regarded by Defendants as having, a mental disability within the meaning of the Fair Employment and Housing Act.

43. Defendants terminated Plaintiff's employment. Plaintiff's actual or perceived disability was a substantial motivating factor in Defendants' decision, as evidenced in part by Defendants' response to his disclosure of his known record or history of clinical depression and lawful, physician-supervised medical treatment.

44. Defendants' stated reasons for the termination were false and pretextual. Among other things, the conduct Defendants cited was company-sponsored, leadership-modeled, and previously condoned; Defendants departed from their ordinary practice of progressive discipline; Defendants treated similarly situated executives more favorably; and Defendants recharacterized Plaintiff's lawful medical treatment as "recreational drug use" without ever seeking medical documentation. (See Guz v. Bechtel National, Inc. (2000) 24 Cal.4th 317, 355; Harris v. City of Santa Monica (2013) 56 Cal.4th 203.)

45. As a direct and proximate result, Plaintiff has suffered damages, including lost wages and benefits, emotional distress, and other damages according to proof. Defendants' conduct was undertaken by managing agents and warrants punitive damages under Civil Code section 3294.

SECOND CAUSE OF ACTION — Failure to Provide Reasonable Accommodation (Gov. Code § 12940(m)) — In the Alternative — Against All Defendants

46. Plaintiff realleges and incorporates by reference paragraphs 1 through 45 as though fully set forth herein.

47. At all relevant times, Plaintiff had, had a record or history of, or was regarded by Defendants as having, a mental disability. Once Plaintiff disclosed that he had undergone physician-supervised medical treatment for a mental-health condition, Defendants had knowledge

of Plaintiff's actual or perceived disability and a corresponding duty to consider reasonable accommodation. (See Prilliman v. United Air Lines, Inc. (1997) 53 Cal.App.4th 935, 950–951; Gelfo v. Lockheed Martin Corp. (2006) 140 Cal.App.4th 34, 54.)

48. Rather than explore any accommodation, Defendants recharacterized Plaintiff's lawful treatment as recreational drug use, requested no medical information to confirm his medical justification, and terminated him. Defendants failed to provide reasonable accommodation for Plaintiff's known or perceived disability.

49. As a direct and proximate result, Plaintiff has suffered damages according to proof.

THIRD CAUSE OF ACTION — Failure to Engage in the Interactive Process (Gov. Code § 12940(n)) — In the Alternative — Against All Defendants

50. Plaintiff realleges and incorporates by reference paragraphs 1 through 49 as though fully set forth herein.

51. Defendants became aware, through Plaintiff's own disclosure, that Plaintiff had undergone physician-supervised treatment for a mental-health condition. That knowledge triggered Defendants' obligation to engage in a timely, good-faith, interactive process to determine whether any reasonable accommodation was appropriate. (See Scotch v. Art Institute of California (2009) 173 Cal.App.4th 986, 1013.)

52. Defendants failed to initiate or engage in any interactive process. Instead, Defendants treated Plaintiff's disclosure of protected medical treatment as a basis for discipline and termination.

53. As a direct and proximate result, Plaintiff has suffered damages according to proof.

FOURTH CAUSE OF ACTION — Retaliation (Gov. Code § 12940(h)) — Against All Defendants

54. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as though fully set forth herein.

55. Plaintiff engaged in activity protected by the Fair Employment and Housing Act. During the March 18, 2026 investigation interview, Plaintiff opposed what he reasonably and in good faith believed to be disability-based discrimination by objecting to Defendants'

characterization of his lawful, physician-supervised medical treatment for depression as a lack of judgment. An employee's opposition need not be couched in formal terms or expressly invoke the words "disability" or "discrimination"; it is protected so long as the employer knew, or reasonably should have understood from the totality of the circumstances, that the employee was opposing conduct forbidden by the Act. (See Yanowitz v. L'Oreal USA, Inc. (2005) 36 Cal.4th 1028, 1043–1047.)

56. Two days after Plaintiff's protected opposition, on or about March 20, 2026, Defendants terminated his employment. The close temporal proximity between Plaintiff's protected activity and his termination, Defendants' failure to address or investigate his opposition, and Defendants' affirmative use of his protected medical information as a stated basis for the termination support a reasonable inference that Plaintiff's protected activity was a substantial motivating reason for his termination.

57. Defendants' stated reasons for the termination were false and pretextual, for the reasons alleged above.

58. As a direct and proximate result, Plaintiff has suffered damages according to proof, including lost wages and benefits and emotional distress. Defendants' conduct was undertaken by managing agents and warrants punitive damages under Civil Code section 3294.

FIFTH CAUSE OF ACTION — Failure to Prevent Discrimination and Retaliation (Gov. Code § 12940(k)) — Against All Defendants

59. Plaintiff realleges and incorporates by reference paragraphs 1 through 58 as though fully set forth herein.

60. Defendants failed to take all reasonable steps necessary to prevent discrimination and retaliation from occurring, including by conducting a one-sided investigation scoped to avoid Plaintiff's protected medical condition, by failing to address Plaintiff's opposition to the mischaracterization of his treatment, and by failing to correct the recharacterization of his lawful treatment.

61. As a direct and proximate result, Plaintiff has suffered damages according to proof.

SIXTH CAUSE OF ACTION — Retaliation in Violation of Labor Code Section 1102.5 — Against All Defendants

62. Plaintiff realleges and incorporates by reference paragraphs 1 through 61 as though fully set forth herein.

63. Plaintiff disclosed information to persons with authority over him, and/or to another employee with authority to investigate, discover, or correct the violation, that Plaintiff had reasonable cause to believe disclosed a violation of state law. Specifically, during the March 18, 2026 investigation interview, Plaintiff disclosed his reasonable belief that Defendants' elicitation and use of his confidential medical information against him, and their disability-based treatment of him, were unlawful under the Confidentiality of Medical Information Act (Civ. Code § 56 et seq.) and the Fair Employment and Housing Act. That Defendants may already have been aware of the information disclosed does not defeat the protected disclosure. (See People ex rel. Garcia-Brower v. Kolla's, Inc. (2023) 14 Cal.5th 719, 730–734.)

64. Plaintiff's protected disclosure was a contributing factor in Defendants' decision to terminate his employment on or about March 20, 2026. Under Labor Code section 1102.6, once Plaintiff demonstrates that his protected activity was a contributing factor, Defendants bear the burden of proving by clear and convincing evidence that they would have terminated Plaintiff for legitimate, independent reasons even had he not engaged in protected activity. (See Lawson v. PPG Architectural Finishes, Inc. (2022) 12 Cal.5th 703, 712–718.)

65. As a direct and proximate result, Plaintiff has suffered damages according to proof, including lost wages and benefits and emotional distress, and is entitled to a civil penalty under Labor Code section 1102.5, subdivision (f), and reasonable attorney's fees.

SEVENTH CAUSE OF ACTION — Wrongful Termination in Violation of Public Policy — Against All Defendants

66. Plaintiff realleges and incorporates by reference paragraphs 1 through 65 as though fully set forth herein.

67. Defendants terminated Plaintiff in violation of the fundamental public policies of the State of California embodied in (a) the Fair Employment and Housing Act, which prohibits

disability discrimination and prohibits retaliation against employees who oppose such discrimination (Gov. Code § 12940(a), (h)); and (b) Labor Code section 1102.5, which prohibits retaliation against employees who disclose information they have reasonable cause to believe evidences a violation of law. (See Tameny v. Atlantic Richfield Co. (1980) 27 Cal.3d 167; Stevenson v. Superior Court (1997) 16 Cal.4th 880.)

68. As a direct and proximate result, Plaintiff has suffered damages according to proof, and Defendants' conduct warrants punitive damages.

EIGHTH CAUSE OF ACTION — Promissory Fraud / Fraudulent Inducement — Against All Defendants

69. Plaintiff realleges and incorporates by reference paragraphs 1 through 68 as though fully set forth herein.

70. Before Plaintiff executed the written employment agreement or commenced work, Jeff Shapiro — then the studio's interim Chief Executive Officer and the executive personally directing and modifying Plaintiff's offer — represented, while acting within the scope of his actual and ostensible authority, that severance was a generally applicable Netflix practice that did not need to be included in Plaintiff's individual contract; that Plaintiff would receive approximately nine months of severance and perhaps up to one year; and that Plaintiff would have to "lie, steal, or harass somebody" not to receive it. Defendants placed Shapiro in charge of recruiting Plaintiff, authorized him to negotiate and revise Plaintiff's compensation and other offer terms, and presented him as the executive empowered to speak for them concerning severance.

71. Defendants now contend that Plaintiff was categorically ineligible for the severance protection Shapiro described. If that contention is accurate, Plaintiff alleges on information and belief that, when Shapiro represented that the protection applied to everyone, he knew that representation was false or made it recklessly and without regard for its truth. Separately, when Shapiro promised that Plaintiff would receive approximately nine months of severance, and perhaps up to one year, he made that promise without any present intention that Defendants would perform it. Shapiro's role in directing and revising Plaintiff's offer, his contemporaneous consultation with Netflix legal concerning the final agreement, his insistence that no written

severance term was necessary, and Defendants' present assertion of categorical ineligibility support those inferences.

72. Shapiro made the representations to induce Plaintiff to execute the final employment agreement, commence employment, and proceed without negotiating an individualized written severance term. Plaintiff justifiably relied by signing the agreement later that morning without such a term and commencing work.

73. The presence of an integration clause in Plaintiff's written employment agreements does not bar this claim. Extrinsic evidence of fraud is admissible notwithstanding an integrated writing. (See Riverisland Cold Storage, Inc. v. Fresno-Madera Production Credit Assn. (2013) 55 Cal.4th 1169; Lazar v. Superior Court (1996) 12 Cal.4th 631.)

74. As a direct and proximate result, Plaintiff has suffered damages according to proof. Defendants' conduct warrants punitive damages under Civil Code section 3294.

NINTH CAUSE OF ACTION — Fraudulent Concealment — In the Alternative — Against All Defendants

75. Plaintiff realleges and incorporates by reference paragraphs 1 through 74 as though fully set forth herein.

76. Defendants now contend that Plaintiff was categorically ineligible for the severance protection Shapiro described. If that contention is accurate, Defendants intentionally failed to disclose that material limitation after Shapiro voluntarily undertook to explain "how we handle severance" and represented that the protection applied to everyone. That limitation was known only to Defendants and was not known or reasonably discoverable by Plaintiff. Defendants withheld it to induce Plaintiff to execute the final agreement, begin work, and forego negotiating an individualized written severance term.

77. Plaintiff was unaware of the concealed facts. Had they been disclosed, Plaintiff would have insisted on individualized written severance protection and/or declined to execute the agreement on the terms presented.

78. As a direct and proximate result, Plaintiff has suffered damages according to proof.

TENTH CAUSE OF ACTION — Promissory Estoppel — In the Alternative — Against All Defendants

79. Plaintiff realleges and incorporates by reference paragraphs 1 through 78 as though fully set forth herein.

80. Shapiro made a clear and unambiguous promise of severance protection. Plaintiff reasonably and foreseeably relied on that promise to his detriment by accepting employment and forgoing his competing opportunity.

81. Injustice can be avoided only by enforcement of the promise.

82. As a direct and proximate result, Plaintiff has suffered damages according to proof.

ELEVENTH CAUSE OF ACTION — Violation of the Confidentiality of Medical Information Act (Civ. Code § 56 et seq.) — Against All Defendants

83. Plaintiff realleges and incorporates by reference paragraphs 1 through 82 as though fully set forth herein.

84. Defendants received medical information concerning Plaintiff in connection with his employment. Under Civil Code section 56.20, Defendants were required to maintain the confidentiality of that information and were prohibited from using or disclosing it improperly.

85. Defendants used and/or disclosed Plaintiff's medical information improperly, including by recharacterizing his lawful treatment as recreational drug use and using it as a basis for adverse action, and by disseminating or preparing to disseminate that characterization beyond those with a legitimate need to know.

86. As a direct and proximate result, Plaintiff is entitled to statutory and actual damages according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For compensatory damages, including lost wages and benefits, according to proof;
2. For the promised severance and/or benefit amounts according to proof;
3. For damages for emotional distress according to proof;

4. For a civil penalty under Labor Code section 1102.5, subdivision (f);

5. For statutory damages under Civil Code section 56 et seq.;

6. For punitive damages under Civil Code section 3294;

7. For prejudgment interest as permitted by law;

8. For reasonable attorney's fees, including under Government Code section 12965 and Code of Civil Procedure section 1021.5;

9. For costs of suit; and

10. For such other and further relief as the Court deems just and proper.

Dated: 7-24-2026

THE RUBIN LAW CORPORATION

/S/ STEVEN M. RUBIN
Steven M. Rubin, Esq,
Attorneys for Plaintiff, Kevin Baillie

JURY DEMAND

Plaintiff hereby demands trial by jury in this matter.

Dated: 7-24-2026

THE RUBIN LAW CORPORATION

/S/ STEVEN M. RUBIN
Steven M. Rubin, Esq,
Attorneys for Plaintiff, Kevin Baillie

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 24, 2026

Steven Rubin
,

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202607-36359324
Right to Sue: Baillie / Scanline VFX LA, LLC dba Eyeline et al.

Dear Steven Rubin:

Attached is a copy of your **amended** complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the CRD. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Kevin Baillie CRD No. 202607-36359324

Complainant,

vs.

Scanline VFX LA, LLC dba Eyeline
,

Netflix Inc.
,

SCANLINE VFX LA, LLC
,

Respondents

---

1. Respondent **Scanline VFX LA, LLC dba Eyeline** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Netflix Inc.** business as Co-Respondent(s).
Complainant is naming **SCANLINE VFX LA, LLC** business as Co-Respondent(s).

3. Complainant **Kevin Baillie**, resides in the City of **,** State of **.**

4. Complainant alleges that on or about **March 20, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric).

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, reprimanded, suspended, denied any employment benefit or privilege, denied accommodation for a disability, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, reprimanded, suspended, denied accommodation for a disability, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Additional Complaint Details: Plaintiff disclosed he was using Ketamine to treat depression. Defendants re-characterized this as recreational use, and refused to retract their approach even after Plaintiff opposed their re-characterization. Plaintiff was terminated shortly after he disclosed to a corporate investigator that he was using Ketamine to treat depression. After he disclosed he was suffering from depression, he was not offered any medical leave as an accommodation. Plaintiff was reprimanded, suspended and terminated without progressive discipline, though progressive discipline was the norm at the company. Plaintiff was terminated without severance, though employees are routinely paid severance upon termination, even employees charged with violating company policies.

VERIFICATION

I, **Steven M. Rubin**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On July 24, 2026, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Los Angeles CA

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR
Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
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July 24, 2026

Steven Rubin
,

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202607-36359324
Right to Sue: Baillie / Scanline VFX LA, LLC dba Eyeline et al.

Dear Steven Rubin:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
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July 24, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202607-36359324
Right to Sue: Baillie / Scanline VFX LA, LLC dba Eyeline et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

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July 24, 2026

Kevin Baillie
,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202607-36359324
Right to Sue: Baillie / Scanline VFX LA, LLC dba Eyeline et al.

Dear Kevin Baillie:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective July 24, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Kevin Baillie CRD No. 202607-36359324
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Los Angeles, CA