

Carla M. Wirschafter (SBN 292142)  
Email: cwirschafter@reedsmith.com  
REED SMITH LLP  
1901 Avenue of the Stars, Suite 700  
Los Angeles, CA 90067-6078  
Telephone: +1 310 734 5200  
Facsimile: +1 310 734 5299

*Attorneys for Plaintiff*  
*Eric Prydz*

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
10/28/2025 6:20 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Ruiz, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ERIC PRYDZ, an individual,

Plaintiffs,

vs.

THOMAS ST. JOHN, an individual, MELISSA  
DIMALANTA, an individual, and DOES 1-10

Defendants.

Case No.: 25STCV31514

**COMPLAINT FOR:**

- 1. BREACH OF CONTRACT;**
- 2. BREACH OF FIDUCIARY DUTY;**
- 3. FRAUD – FALSE PROMISE;**
- 4. CONVERSION;**
- 5. MONEY HAD AND RECEIVED; AND**
- 6. ACCOUNTING**

Plaintiff Eric Prydz (“Prydz” or “Plaintiff”) hereby allege as follows:

**NATURE OF THIS ACTION**

1. Prydz is a world renowned, grammy-nominated artist who, in his more than twenty years in the entertainment industry, has been credited with revolutionizing the electronic music scene.

2. Defendant Thomas St. John (“TSJ”) is a professional financial advisor who is supposed to be trustworthy and reliable, and who should be acting in the best interests of his client. TSJ, however, proved to be none of those things. Instead, he is a fraud who not only abuses the trust of his clients, he takes money from them without their knowledge or authorization for his personal use and benefit.<sup>1</sup>

3. Unfortunately for Prydz, he is a victim of TSJ’s pattern of conduct. This case arises from TSJ stealing no less than \$250,000 from Prydz, maliciously refusing to timely complete a tax return for Prydz after promising, in writing, he would, and withholding Prydz’s personal financial information from Prydz, his team and his new business advisors and thus maliciously preventing Prydz from addressing tax requirements.

4. TSJ was not just content to steal from Prydz and fail to do what he was legally and professionally obligated to do, he attempted to leverage his position of trust and confidence to extort money from Prydz. In the afternoon on the same day as Prydz’s tax deadline, TSJ informed Prydz and his management team that he would not file the tax return until Prydz paid him more than \$150,000 for unapproved, out of scope services that TSJ claims to have performed, but which he never sought permission to perform nor had the authority to perform and which he had been made aware weeks earlier were disputed. When Prydz refused to give into TSJ’s extortion, TSJ willfully failed to file the necessary documents.

5. TSJ’s malfeasance did not stop there. After stealing from Prydz and maliciously putting him in an impossible situation by intentionally failing to comply with contractual, legal and fiduciary duties, TSJ has withheld necessary documents and information that is exclusively in TSJ’s, and his

<sup>1</sup> TSJ was recently sued by his former client, musical artist Calvin Harris, for stealing more than \$20 million. See <https://www.billboard.com/pro/calvin-harris-financial-adviser-stole-real-estate-fraud/> (last accessed October 21, 2025). In September 2022, he was sued by former client Andre Jackson pka Dre London for performing services negligently, refusing to turn over “important books, records and tax returns.” See *Andre Jackson pka Dre London vs Thomas St. John et al*, Los Angeles Superior Court Case No. 22STCV3794.

1 co-conspirators, possession, custody and control, about Prydz's personal financial information  
2 despite being asked repeatedly to provide the documents to Prydz's new business manager. As a  
3 direct result of TSJ's malicious conduct to hold Prydz's financial documents hostage, Prydz has been  
4 unable to complete and file the now past due tax forms.

5 6. TSJ did not act alone in this final aspect of his fraudulent scheme, he conspired with Melissa  
6 Dimalanta ("Dimalanta") who repeatedly promised she was providing documents, but failed to do so.  
7 As a direct result of Dimalanta's false promises, which Prydz relied on to his detriment, and malicious  
8 conduct to hold Prydz's financial documents hostage, Prydz has been unable to complete and file the  
9 now past due tax forms.

10 7. Prydz brings this action to put a stop to TSJ's threats and abuse of trust, and to recover the  
11 money that TSJ took from him without any authorization, including the \$50,000 he stole after being  
12 informed—in writing—that he was not permitted to transfer any money or make any payments  
13 without express written authorization.

#### 14 PARTIES

15 8. Plaintiff is an individual who at all times herein mentioned resides in Los Angeles, California.

16 9. Defendant Thomas St. John is an individual who, according to public records, resides in the  
17 State of California, County of Los Angeles.

18 10. Melissa Dimalanta is an individual who, according to public records, resides in the State of  
19 California, County of Los Angeles

20 11. The true names or capacities, whether individual, corporate, associate, or otherwise, of  
21 Defendants Does 1-10 inclusive, and each of them are unknown to Plaintiff at this time. Plaintiff  
22 therefore sue Defendants by such fictitious names. Plaintiffs will amend the Complaint to reflect the  
23 true names and capacities of said Defendants when that information has been ascertained. Thomas  
24 St. John and DOES 1-10 are sometimes collectively referred to herein as "Defendants." Plaintiff is  
25 informed and believes and, based upon such information and belief, allege that Defendants, and each  
26 of them, were the alter egos, agents, employees, partners, joint venturers, co-conspirators, owners,  
27 principals, and employers of the remaining Defendants, and each of them, and are, and at all times  
28

herein mentioned were, acting within the course and scope of that agency, employment, partnership, conspiracy, ownership, or joint-venture. Plaintiff is further informed and believes and, based upon such information and belief, alleges that the acts and conduct herein alleged of each such Defendant were known to, authorized by, and/or ratified by the other Defendants, and each of them.

### **JURISDICTION AND VENUE**

12. Jurisdiction is proper in this county under California Code of Civil Procedure (“CCP”) § 410.10.

13. Venue is proper in this county under CCP § 395.

### **STATEMENT OF FACTS**

#### **A. Eric Prydz Hired Thomas St. John As His Business Advisor**

14. In or about 2012 Prydz hired TSJ to act as his business advisor. TSJ agreed to provide standard financial services, including tax planning and the completion of tax returns, record keeping and touring services. In exchange for these services, TSJ charged an hourly rate and provided bills to Prydz who dutifully paid the bills for the services identified therein.

15. In March 2023, without notifying Prydz’s management team or lawyer—all of whom TSJ knew and regularly spoke to, TSJ caused Prydz to sign an agreement titled “Terms of Business” (“TOB”). On information and belief, TSJ never discussed the terms of the TOB with Prydz prior to signing, did not inform him of the changes being made to the business relationship and intentionally went around Prydz’s lawyer and manger to secure a payment structure that TSJ exploited to pay himself for services and in amounts that he was not authorized to take.

16. Similar to the services TSJ performed pursuant to the original agreement, the TOB provides that “TSJ’s services will include only those services specifically requested by you in writing and such other financial advisory services reasonably necessary to accomplish any such written requests.” §1.1. Exhibit A to the TOB express provides that TSJ agreed to provide the following “business management services”: “1. bookkeeping 2. bill paying 3. tax planning and tax return preparation/filing 4. royalty tracking as needed 5. other standard business management services (consulting, budgeting, insurance guidance, etc.)”

1 17. In exchange for TSJ performing the services “specifically requested by [Prydz] in writing,”  
2 Prydz agreed to pay “5% of gross earned income”.

3 18. TSJ signed the TOB and separately signed Exhibit A to the TOB identifying the business  
4 management services to be performed. On information and belief, TSJ is the lead officer and owner  
5 of TSJ and acted as the alter ego of TSJ by using TSJ’s accounts for his personal benefit and self-  
6 dealing.

7 19. As a result of the engagement, TSJ controlled Prydz bank accounts and the bank accounts of  
8 his businesses. TSJ further kept and maintained Prydz’s financial records and the financial records of  
9 his businesses.

10 **B. TSJ Fails to Perform and Steals from Prydz**

11 20. After securing a new payment structure without the knowledge of Prydz’s lawyer and  
12 manager which enabled TSJ to exploit the trust and access Prydz’s gave to him, unbeknownst to  
13 Prydz, TSJ began paying himself for services, including services that were not within the TOB and  
14 for matters for which he did not obtain Prydz’s approval or the approval of Prydz’s manager or  
15 lawyer. Prydz became increasingly dissatisfied with TSJ in recent months as TSJ proved to be  
16 incompetent and was not doing what he contractually agreed to do.

17 21. The issues with TSJ came to a head when Prydz’s manager discovered and questioned  
18 discrepancies in the amounts being deducted from Prydz’s bank accounts by TSJ. Prydz’s manager  
19 discovered that TSJ had paid himself at least \$219,000 in commissions for services that he was never  
20 authorized to perform and related to projects that he never advised Prydz or his manager of nor  
21 obtained their approval to pursue. This was in addition to the 5% commission that TSJ paid himself  
22 despite his incompetence and failure to perform his duties.

23 22. Prydz’s manager told TSJ, “charging and transferring these fees without prior agreement is  
24 not acceptable” and requested documentation relating to those charges.

25 23. TSJ was not just legally obligated as a fiduciary to Prydz to inform him that he was taking  
26 money from Prydz without Prydz’s knowledge or authorization, the TOB required TSJ to inform Prydz  
27 before performing any services or taking any money. TOB, §§8.6, 8.9. TSJ disregarded this  
28

1 requirement and exploited TSJ's access to Prydz's accounts and relationship of trust to take money he  
2 was not entitled to.

3 24. For weeks, TSJ failed to provide any documentation to support the \$219,000 he took without  
4 permission for services he claimed to have performed without permission or authority to do so. When  
5 he finally provided documentation, it was wholly deficient and confirmed what Prydz had thought—  
6 that TSJ was unilaterally taking money without the authority or right to do so.

7 25. On September 18, 2025, Prydz's manager, on Prydz's behalf, terminated the business  
8 relationship and business agreement with TSJ during a phone call. The following day he sent a  
9 written confirmation to TSJ and Dimalanta which stated, in relevant part:

10 **Re: Termination of Business Agreement.**

11 *Please accept this email as confirmation of our conversation yesterday and as formal notice of*  
12 *the termination of the Business Agreement between you and Eric, effective on or about March 1,*  
13 *2023 ("Agreement").*

14 *I greatly appreciated and respected your commitment during our call to ensure a smooth*  
15 *transition, and, more importantly, your agreement to complete the tax return on Eric's behalf that*  
16 *is due next month. Please let me know if you require anything from Eric to complete this.*

17 *In light of the termination, please understand that effective immediately you, and any persons*  
18 *acting at your direction or on your behalf, are no longer authorised to make any payments, or*  
19 *remove any funds from any of Eric's personal or business accounts or to perform any services*  
20 *for Eric without express written notification from either Eric or myself. If there are payments due*  
21 *which require our immediate attention, please send so we can approve. . . . Eric authorises you*  
22 *to complete and timely file his tax return due next month. When we speak next week, we can*  
23 *discuss the current financial position between us and mutually agree on an amicable settlement*  
24 *of all outstanding fees. Eric would also appreciate your cooperation in gathering copies of all*  
25 *the documents in his files, including the Quickbooks files, and preparing those for transfer to*  
26 *Eric's new representative once appointed.*

27 **C. Thomas St. John's Malicious Failure to Do What He Promised and Attempted Extortion**

28 26. During the September 18, 2025 phone call, TSJ promised that notwithstanding the formal  
termination, he would prepare and complete a tax return for Prydz that was due the following month  
and that he would cooperate to transition everything to Prydz's new business manager. In exchange,  
Prydz agree to pay TSJ his 5% commission for the month of October.

27 27. Even without his September 18 promises, the TOB obligated TSJ to "use commercially  
reasonable efforts" "regarding arrangements for the completion of work in progress at th[e] time [of  
termination]." TOB, §15.3. Due to the impending tax deadline, TSJ knew it was imperative that he



1 come through on his promise to complete the tax return. His fiduciary obligations required him to act  
2 in Prydz's best interests, which included ensuring Prydz's compliance with tax deadlines, and TSJ's  
3 contractual obligations required that he use commercially reasonable efforts to complete work in  
4 progress, which included the preparation of tax returns.

5 28. TSJ confirmed his agreement and promises in a September 29, 2025 email, stating: "The  
6 termination date of our business management agreement will be Friday 31 October 2025. During this  
7 time, we will complete any US and UK tax filings that are due before that date. We will commence  
8 the transfer of documents, bank accounts, etc. to your new accountant after the 15<sup>th</sup> October but with  
9 a completion date of no later than 31<sup>st</sup> October."

10 29. Despite these promises, his fiduciary obligations and his contract obligations, TSJ failed to  
11 prepare or file the tax return, he failed to cooperate to transition Prydz's financial matters to Prydz's  
12 new business manager, and he, in concert with Dimalanta, have maliciously held Prydz's documents  
13 hostage making it impossible for Prydz and his new business manager to prepare and file the now past  
14 due tax returns.

15 30. TSJ was not just content to violate his fiduciary and contract obligations or to fail to do what  
16 he promised, he attempted to leverage his position of access, trust and confidence to extort money  
17 from Prydz by demanding that Prydz pay him more than \$150,000 for "out of scope" work that was  
18 not authorized. Prydz's manager disputed the out of scope invoices and made it clear to TSJ that he  
19 was not entitled to payment for work that was not disclosed or authorized. In an effort of good faith,  
20 and because of the upcoming tax deadline, Prydz's manager nonetheless agreed to review the backup  
21 documentation for the out of scope work and requested that TSJ and Dimalanta provide that  
22 information.

23 31. The requested information was not turned over. Instead, on October 3, 2025, despite being told  
24 weeks earlier that he was no longer authorized to take or move any money from Prydz's accounts, TSJ  
25 stole \$50,000 from Prydz, money which TSJ claimed he was entitled to for the out of scope work that  
26 was disputed and for which TSJ had failed to provide the supporting information.

32. When Prydz's manager discovered that TSJ had taken \$50,000, he notified TSJ and Dimalanta, on October 6, 2025, that TSJ had no right to take the \$50,000. In the same email, he reminded TSJ of the tax deadline and urgency in getting tax matters handled and TSJ's agreement to perform those services. TSJ responded with silence. Between October 6 and October 15, Prydz's manager reached out by phone and email to TSK and Dimalanta repeatedly to inquire about the statute of the tax return for Prydz's review and signature and was ignored.

33. At 12:35 pm on the day the tax return was due TSJ resurfaced and stated the tax return would not be filed until Prydz paid TSJ "out of scope" invoices. In a series of emails that day TSJ attempted, in bad faith, to blame his failure to file a tax return on not having a signature from Prydz, but at no point prior to October 15 (or at any point since) had TSJ provided a draft tax return for Prydz to review let alone sign. TSJ was informed multiple times on October 15 that he was expected to file a tax return and that Prydz was relying on him to timely complete and file the tax return. TSJ did not file the tax return.

34. In the subsequent days, TSJ and Dimalanta willfully and maliciously ignored Prydz's demands and the demands from Prydz's manager and new business manager, to turn over Prydz's financial records so that Prydz's new business manager could complete the now late tax return. TSJ and Dimalanta exploiting their position of trust and confidence and knowing that the necessary documents were in their exclusive possession, custody and control refused to turn them over unless Prydz paid TSJ more money.

35. On October 21, 2025, Dimalanta—fully aware of the urgency— expressly promised that "momentarily" tax returns would be loaded, she did not load the tax returns as promised. On October 22, 2025, Dimalanta promised "We will be uploading more documents throughout the day as we continue gathering and organizing the handover materials." No documents were loaded as promised. As of the filing of this complaint, TSJ and Dimalanta have refused to provide Prydz's new business managers with basic and necessary documents, including the prior year's tax return, or the relevant ledgers and personal financial records.

///



**FIRST CAUSE OF ACTION**

**Breach of Contract**

(Against TSJ and DOES 1-10)

36. Prydz incorporates the preceding paragraphs as though fully set forth herein.

37. In or about 2012 Prydz hired TSJ to act as his business advisor. TSJ agreed to provide standard financial services, including tax planning and the completion of tax returns, record keeping and touring services. In exchange for these services, TSJ charged an hourly rate and provided bills to Prydz who dutifully paid the bills for the services identified therein.

38. In March 2023, without notifying Prydz's management team or lawyer—all of whom TSJ knew and regularly spoke to, TSJ caused Prydz to enter into a new agreement, the TOB. Pursuant to the TOB, TSJ continued to act as Prydz's business advisor, but the TOB provided a different payment structure—5% in lieu of an hourly rate.

39. The TOB provides that "TSJ's services will include only those services specifically requested by you in writing and such other financial advisory services reasonably necessary to accomplish any such written requests." §1.1. Exhibit A to the TOB express provides that TSJ agreed to provide the following "business management services": "1. bookkeeping 2. bill paying 3. tax planning and tax return preparation/filing 4. royalty tracking as needed 5. other standard business management services (consulting, budgeting, insurance guidance, etc.)"

40. The TOB required TSJ to inform Prydz before performing any services or taking any money. TOB, §§8.6, 8.9

41. The TOB obligated TSJ to "use commercially reasonable efforts" "regarding arrangements for the completion of work in progress at th[e] time [of termination]." TOB, §15.3.

42. On September 29, 2025, TSJ agreed, in writing: "The termination date of our business management agreement will be Friday 31 October 2025. During this time, we will complete any US and UK tax filings that are due before that date. We will commence the transfer of documents, bank accounts, etc. to your new accountant after the 15<sup>th</sup> October but with a completion date of no later than 31<sup>st</sup> October."

1 43. TSJ breached the TOB and the October 29 written agreement when he took more than \$250,000  
2 from Prydz without permission and authority, including \$50,000 after being told—in writing— he was  
3 “no longer authorised to make any payments, or remove any funds from any of [Prydz]’s personal or  
4 business accounts or to perform any services for [Prydz] without express written notification from  
5 either [Prydz] or [his manager]”, failed to file Prydz’s tax return, attempted to extort Prydz and held  
6 his financial documents hostage.

7 44. On information and belief, discovery will identify additional sums that TSJ took without  
8 Prydz’s knowledge or permission above and beyond the 5%.

9 45. On information and belief, discovery will also reveal that TSJ paid himself 5% for doing little  
10 or no work and failing to perform the services he agreed to perform as set forth in Exhibit A to the  
11 TOB.

12 46. TSJ also failed to comply with the mediation requirement in the TOB despite Prydz’s express  
13 request for compliance and cooperation.

14 47. Prydz did all or substantially all of the significant things he was required to do under the TOB  
15 and the October 29 written agreement.

16 48. As a direct and proximate result of TSJ’s breaches, Prydz has suffered damages in an amount  
17 to be determined at trial, but which is at least the more than \$250,000 TSJ took without permission  
18 from Prydz’s accounts, 5% commission for services that TSJ did not perform, and all costs, penalties  
19 and financial consequences that result from TSJ’s willful failure to file a tax return.

20 **SECOND CAUSE OF ACTION**

21 **Breach of Fiduciary Duty**

22 (Against TSJ and DOES 1-10)

23 49. Prydz incorporates the preceding paragraphs as though fully set forth herein.

24 50. TSJ was Prydz’s personal business manager and advisor whose job was to manage Prydz’s  
25 financial affairs, including tax planning and the preparation and submission of tax returns and to act  
26 in Prydz’s best interest on financial matters. TSJ acted on Prydz’s behalf for approved financial  
27 matters.  
28

1 51. As his trusted financial advisor, TSJ owed Prydz a fiduciary duty to act with the utmost good  
2 faith in the best interests of his client.

3 52. TSJ owed Prydz a duty to use reasonable care. TSJ breached his duty to use reasonable care.  
4 TSJ failed to act as a reasonably careful manager and financial advisor would have acted under the  
5 same or similar circumstances when he took more than \$250,000 from Prydz without permission and  
6 authority, including \$50,000 after being told—in writing—he was “no longer authorised to make any  
7 payments, or remove any funds from any of [Prydz]’s personal or business accounts or to perform any  
8 services for [Prydz] without express written notification from either [Prydz] or [his manager]”, failed  
9 to file Prydz’s tax return, attempted to extort Prydz and held his financial documents hostage.

10 53. TSJ owed Prydz a duty of undivided loyalty. TSJ breached his duty of undivided loyalty by  
11 acting against Prydz’s interests when he took more than \$250,000 from Prydz without permission and  
12 authority, including \$50,000 after being told—in writing—he was “no longer authorised to make any  
13 payments, or remove any funds from any of [Prydz]’s personal or business accounts or to perform any  
14 services for [Prydz] without express written notification from either [Prydz] or [his manager]”, failed  
15 to file Prydz’s tax return, attempted to extort Prydz and held his financial documents hostage. TSJ did  
16 not seek or obtain information consent to the foregoing conduct, he acted in secret.

17 54. TSJ owed Prydz a duty of confidentiality. TSJ breached his duty of confidentiality to Prydz  
18 when he used Prydz’s confidential financial information to take more than \$250,000 from Prydz  
19 without permission and authority, including \$50,000 after being told—in writing—he was “no longer  
20 authorised to make any payments, or remove any funds from any of [Prydz]’s personal or business  
21 accounts or to perform any services for [Prydz] without express written notification from either  
22 [Prydz] or [his manager].” Prydz’s confidential financial information is not a matter of general  
23 knowledge. TSJ did not seek or obtain information consent to the foregoing conduct, he acted in secret.

24 55. As a direct and proximate result of TSJ’s breaches, Prydz has suffered damages in an amount  
25 to be determined at trial, but which is at least the more than \$250,000 TSJ took without permission  
26 from Prydz’s accounts, 5% commission for services that TSJ did not perform, and all costs, penalties  
27 and financial consequences that result from TSJ’s willful failure to file a tax return.

28

1 56. TSJ's conduct engaged in the foregoing conduct with malice, oppression, and or fraud,  
2 including because he willfully failed to file Prydz tax return and informed Prydz of his refusal the  
3 same day the tax return was due and while holding the documents required to prepare the tax return  
4 hostage.

5 57. Prydz further seeks an injunction ordering the release of Prydz's financial records and files as  
6 the willful and malicious holding of Prydz's records hostage cannot be remedied with pecuniary relief  
7 and is preventing him from complying with his tax obligations and requirements.

8 **THIRD CAUSE OF ACTION**

9 **Fraud – False Promise**

10 (Against All Defendants)

11 58. Prydz incorporates the preceding paragraphs as though fully set forth herein.

12 59. On September 18, 2025 and against on September 29, 2025, TSJ promised Prydz he would file  
13 his tax return and ensure the orderly transition of his records and information to Prydz's new business  
14 manager. TSJ did not intend to perform these promises when he made them. TSJ intended and knew  
15 that Prydz was relying on his promises and Prydz reasonably relied on his promises as it was TSJ's  
16 job to complete these services and act in Prydz's best interested. TSJ did not complete or file Prydz's  
17 tax return and he has not turned over records despite express demands to do so.

18 60. On October 21, 2025, Dimalanta—fully aware of the urgency— expressly promised that  
19 “momentarily” tax returns would be loaded, she did not load the tax returns as promised. On October  
20 22, 2025, Dimalanta promised “We will be uploading more documents throughout the day as we  
21 continue gathering and organizing the handover materials.” No documents were loaded as promised.  
22 As of the filing of this complaint, TSJ and Dimalanta have refused to provide Prydz's new business  
23 managers with basic and necessary documents, including the prior year's tax return, or the relevant  
24 ledgers and personal financial records.

25 61. Dimalanta intended and knew that Prydz would rely on her promises to release Prydz's  
26 financial records, and Prydz reasonably relied on Dimalanta's promises.

27 62. As a direct and proximate result of TSJ and Dimalanta's false promises, Prydz has suffered  
28

1 damages in an amount to be determined at trial, but which is at least the more than \$250,000 TSJ took  
2 without permission from Prydz's accounts, 5% commission for services that TSJ did not perform, and  
3 all costs, penalties and financial consequences that result from TSJ's willful failure to file a tax return.

4 63. TSJ's conduct engaged in the foregoing conduct with malice, oppression, and or fraud,  
5 including because he willfully failed to file Prydz tax return and informed Prydz of his refusal the  
6 same day the tax return was due and while holding the documents required to prepare the tax return  
7 hostage.

8 64. Prydz further seeks an injunction ordering the release of Prydz's financial records and files as  
9 the willful and malicious holding of Prydz's records hostage cannot be remedied with pecuniary relief  
10 and is preventing him from complying with his tax obligations and requirements.

#### 11 **FOURTH CAUSE OF ACTION**

##### 12 **Conversion**

13 (Against All Defendants)

14 65. Prydz incorporates the preceding paragraphs as though fully set forth herein.

15 66. TSJ had control of Prydz's bank accounts as his business manager. TSJ took \$269,000 from  
16 Prydz's bank accounts without Prydz's knowledge or permission, including \$50,000 after being told—  
17 in writing— he was “no longer authorised to make any payments, or remove any funds from any of  
18 [Prydz]'s personal or business accounts or to perform any services for [Prydz] without express written  
19 notification from either [Prydz] or [his manager]”. The money in Prydz's account is Prydz's money  
20 and TSJ is not permitted to take, transfer or move money without Prydz's agreement or permission.  
21 TSJ have refused to return this money despite demands to do so.

22 67. Prydz did not agree that TSJ could take \$269,000 without his permission or knowledge.

23 68. TSJ and Dimalanta have control over Prydz's financial documents, including his personal tax  
24 returns, ledges and financial information. The foregoing documents are Prydz's private, personal and  
25 confidential financial information and they belong to Prydz. TSJ and Dimalanta have exploited their  
26 position of trust, confidence and access to deny Prydz access to these documents despite express  
27 demands to turn them over.

69. Prydz did not agree that TSJ or Dimalanta could hold his financial records hostage.

70. As a direct and proximate result of TSJ and Dimalanta's conversion, Prydz has suffered damages in an amount to be determined at trial but which is at least the \$269,000 taken without permission from Prydz's bank accounts and all costs, penalties and financial consequences that result from TSJ's willful failure to file a tax return.

71. TSJ's conduct engaged in the foregoing conduct with malice, oppression, and or fraud, including because he willfully failed to file Prydz tax return and informed Prydz of his refusal the same day the tax return was due and while holding the documents required to prepare the tax return hostage.

72. Prydz further seeks an injunction ordering the release of Prydz's financial records and files as the willful and malicious holding of Prydz's records hostage cannot be remedied with pecuniary relief and is preventing him from complying with his tax obligations and requirements.

#### **FIFTH CAUSE OF ACTION**

##### **Money Had and Received**

(Against TSJ and DOES 1-10)

73. Prydz incorporates the preceding paragraphs as though fully set forth herein.

74. TSJ took \$269,000 from Prydz's bank accounts without Prydz's knowledge or permission, including \$50,000 after being told—in writing—he was “no longer authorised to make any payments, or remove any funds from any of [Prydz]'s personal or business accounts or to perform any services for [Prydz] without express written notification from either [Prydz] or [his manager]”.

75. On information and belief, discovery will identify additional sums that TSJ took without Prydz's knowledge or permission.

76. On information and belief, TSJ failed to perform the services he agreed to perform as set forth in Exhibit A to the TOB and he is therefore not entitled to the 5% fee he took for every month in which he failed to perform.

77. The foregoing amounts that TSJ took were intended to be used for the benefit of Prydz but were not used for the benefit of Prydz.



78. TSJ has not returned these amounts to Prydz despite demands to do so.

## **SIXTH CAUSE OF ACTION**

### **Open Book Account**

(Against TSJ and DOES 1-10)

79. Prydz incorporates the preceding paragraphs as though fully set forth herein.

80. There is a written record of the credits and debits between TSJ and Prydz constituting an open book account in which financial transactions between Prydz and TSJ were recorded.

81. TSJ and Prydz had financial transactions with each other.

82. In the regular course of business, there was a written and electronic account of the debits and credits involved in the transactions between TSJ and Prydz.

83. TSJ owes Prydz money on the account consisting of at least: (1) at least \$269,000 he took from Prydz's bank accounts without Prydz's knowledge or permission, including \$50,000 after being told—in writing—he was “no longer authorised to make any payments, or remove any funds from any of [Prydz]'s personal or business accounts or to perform any services for [Prydz] without express written notification from either [Prydz] or [his manager]”; (2) additional sums that TSJ took without Prydz's knowledge or permission; (3) the 5% fee TSJ took for every month in which he failed to perform the services he agreed to perform.

### **PRAYER FOR RELIEF**


Wherefore Prydz prays as follows:

1. Compensatory damages in an amount to be proven at trial but which is no less than the \$269,000 TSJ took from Prydz without authorization;
2. Punitive damages;
3. For an injunction ordering the return to Prydz all of his financial records, including without limitation his personal tax returns, and all backup information, ledgers and financial records;
4. For Prydz's attorney's fees pursuant to §16.3 of the TOB;
5. For Prydz's costs of suit incurred herein;
6. For prejudgment interest at the maximum rate permitted by law; and

1 7. For such other or further relief as the Court deems just and proper.  
2

3 DATED: October 28, 2025

REED SMITH LLP

4  
5 By:   
6 Carla M. Wirschafter  
7 Attorneys for Plaintiff Eric Prydz  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28