

2012 WL 300614 (Or.Cir.) (Trial Pleading)  
Circuit Court of Oregon.  
Washington County

James MOGLIA, Plaintiff,  
v.  
Timofei MOURAVEIKO, A.K.A. Tim Mouraveiko, Defendant.

No. C120267CV.  
January 17, 2012.

(Elder Abuse-ORS 124.100/124.110)  
(Not Subject to Mandatory Arbitration)  
(Fee Authority: Ch. 595, Sec. 15(1)(c))

**Complaint**

Portland Civil Law, LLC, [Matthew C. Lackey](#), OSB No. 06404, [mlackey @portlandcivillaw.com](#), [Daniel K. Le Roux](#), OSB No. 085510, [dan @portlandcivillaw.com](#), Telephone: (503) 972-2183, Attorneys for Plaintiff.

For his complaint, Plaintiff alleges as follows:

1. Plaintiff James Moglia ("Plaintiff") is an individual residing in the State of Oregon, County of Washington.
2. Defendant Timofei Mouraveiko a.k.a. Tim Mouraveiko ("Defendant Mouraveiko") is an individual residing in the State of Oregon.
3. Plaintiff and Defendant had various business relationships that spanned many years prior to January 15, 2010.
4. Over the years, Plaintiff had allowed Defendant, at times, to live in his home rent free and treated him like one of his sons. Defendant would regularly attend the family's traditional Sunday gathering at Plaintiff home during that time. As a result of this close association, Defendant had an undue influence on Plaintiff.

**FIRST CLAIM FOR RELIEF**

(Elder Abuse-ORS 124.100/124.110)

5. Plaintiff hereby re-alleges paragraphs 1 through 4 of this Complaint.
6. At all material times alleged herein, Plaintiff James Moglia was defined as a "vulnerable person" under [ORS 124.100\(a\)](#) because he was over 65 years old.
7. Although Defendant had Plaintiff sign a January 15, 2010 contract he purported would settle any disputes between them under duress, he then attempted to extort more money and rights out of Plaintiff by claiming that no disputes regarding other business ventures between them were covered by the January 15, 2010 contract.
8. Defendant proceeded to pressure Plaintiff James Moglia with threats of shutting down another business they jointly owned if Plaintiff would not execute another separate one-sided contract prepared by Defendant. Plaintiff was upset, confused, and

extremely vulnerable to Defendant and susceptible to his repeated threats. Plaintiff suffered mental anguish and emotional distress as a result of Defendant's conduct.

9. When Plaintiff's sons, William Moglia and Paul Moglia, got involved to stop the **elder abuse** of their father, Defendant became angry, requested the sons execute a contract purportedly releasing Defendant from liability for prior acts along with their father or face the consequences. When Paul Moglia intervened on his father's behalf, Defendant threatened him with a lawsuit claiming he was a "beneficiary" and could be named just like his father. Paul Moglia forbade plaintiff from having contact with his father to prevent further financial **abuse** and extortion by Defendant. Despite Paul Moglia's request, Defendant continued to attempt to extort money from Plaintiff.

10. Defendant became angry when Plaintiff would not sign yet another contract purporting to transfer assets to Defendant, and releasing Defendant from further liability, without providing an opportunity to see his attorney. Defendant then set an arbitrary deadline for Plaintiff to sign the new contract or face the consequences. When Plaintiff did not meet the deadline, Defendant retaliated by striking at Plaintiff's source of income resulting in the failure of their joint business ventures. Defendant even attempted to access Plaintiff's bank account without authorization, which was only thwarted by the bank personnel.

11. As a proximate result of Defendant's unlawful conduct, Plaintiff has suffered and continues to suffer economic and non-economic damages, including lost income, emotional distress, humiliation, and mental anguish.

12. As a proximate result of Defendant's **elder abuse**, Plaintiff James Moglia has suffered economic damages of not more than \$150,000 and non-economic damages in the form of mental anguish and emotional distress in an amount of not more than \$450,000.

13. As a direct and proximate result of plaintiff's **elder abuse**, defendant James Moglia demands the remedies provided by [ORS 124.100\(2\)](#), including:

1. An award of treble economic damages as alleged in the Prayer;
2. An award of treble non-economic damages as alleged in the Prayer;
3. An award of reasonable attorney fees upon motion;

14. Plaintiff James Moglia also requests injunctive relief, in the form of a permanent restraining order against Defendant pursuant to [ORS 124.120\(2\)](#).

### **JURY DEMAND**

With this Defendants demand a trial by jury as to all issues and claims to the extent permitted by law.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff James Moglia prays for the following relief:

- 1) Plaintiff be awarded treble economic damages on the amount of not more than \$150,000;
- 2) Plaintiff be awarded treble non-economic damages on the amount of not more than \$450,000.

- 3) A permanent injunction in the form of a restraining order by issued against Defendant forbidding any contact with Plaintiff James Moglia pursuant to [ORS 124.120\(2\)](#).
- 4) Plaintiff be awarded his reasonable attorney fees, as alleged herein, by statute or contract, upon motion;
- 5) Plaintiff be awarded their allowable costs and disbursements;
- 6) Plaintiff have such other relief as this Court deems just and proper.

DATED this 17th day of January 2012.

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