

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

---

PAUL MARINSKY,	)	
Plaintiff,	)	No.
	)	
	)	
vs.	)	PETITION FOR WRIT OF
	)	REPLEVIN AND EMERGENCY
STARFLEET SERVICE DOGS,	)	MOTION FOR TEMPORARY
JENNIFER BARNHARD, and	)	INJUNCTION
NORA ONSTAD	)	
Defendants.	)	

---

COMES NOW, Plaintiff Paul Marinsky and hereby files this action for replevin against Defendants Starfleet Service Dogs, Jennifer Barnhard, and Nora Onstad, jointly and severally. Plaintiff alleges upon personal knowledge and belief and based upon reasonable investigation, and states the following in support of his Petition for Writ of Replevin and Emergency Motion for Temporary Injunction:

**PARTIES, JURISDICTION, AND VENUE**

1. At all times material times hereto Plaintiff Paul Marinsky was a resident of and a citizen of the State of Kansas.
2. At all times material times hereto, Defendant Starfleet Service Dogs was a nonprofit organization organized in the state of Maryland.<sup>1</sup>
3. At all times material hereto, Defendant Jennifer Barnhard was the CEO and founder of Defendant Starfleet Service Dogs.<sup>2</sup>
4. At all times material hereto, Defendant Nora Onstad was a resident of Dallas County and a citizen of the State of Iowa.
5. The acts or omissions giving rise to this cause of action occurred in Dallas County, Iowa.

---

<sup>1</sup> [Support Our Mission | starfleetservicedogs](#)

<sup>2</sup> [Leadership | starfleetservicedogs](#)

6. Specifically, the dog in question was taken to Dallas County, Iowa.
7. Venue is proper pursuant to Iowa Code chapter 643.1.
8. The amount in controversy exceeds the jurisdiction of small claims court.

**DESCRIPTION OF PROPERTY AND ACTUAL VALUE**

9. Tootsie is a female three-year-old dog trained to serve as service dog. (See attached Ex. 2). Tootsie's value to her owner, Plaintiff Paul Marinsky, is priceless. Service dogs cost, on average, between \$15,000 and \$30,000, with additional yearly training costs.<sup>3</sup> Plaintiff submits that the value of Tootsie exceeds \$6500.

**FACTS CONSTITUTING PLAINTIFF'S RIGHT TO POSSESSION**

10. In 2018, Plaintiff and his wife received a service dog, Tootsie, from Defendants Starfleet Service Dogs ("Starfleet") and Jennifer Barnhard. Plaintiff's wife suffered from a debilitating chronic illness and disability, which Tootsie assisted with.
11. Since adopting Tootsie, Plaintiff and his wife have provided complete care for her, including, shelter, food, training, love, and companionship.
12. Plaintiff has regularly participated in Tootsie's ongoing training and paid thousands of dollars towards expenses, training, and care.
13. On August 30, 2020, Plaintiff's wife passed away from gastric cancer.
14. Plaintiff continued to care for Tootsie and treated her as a member of his family.
15. Defendants Starfleet and Barnhard contacted Plaintiff about Tootsie, but Plaintiff did not wish to surrender her.
16. On November 27, 2020, Plaintiff took Tootsie to the veterinary clinic in Overland Park, Kansas, for routine care.

---

<sup>3</sup> [How Much Does a Service Dog Cost: A Buyer's Guide for Your Service Dog - National Service Animal Registry \(nsarco.com\)](https://www.nsarco.com)

17. Because Defendant Starfleet was listed on Tootsie's Certificate of Veterinary Inspection ("CVI"), the veterinarian, Dr. Elizabeth Herring, contacted Starfleet Service Dogs.
18. Defendants Starfleet and Barnhard immediately arranged for a Starfleet representative named Jeramie Venz to travel to the veterinary clinic to retrieve Tootsie.
19. The veterinary clinic contacted Plaintiff to advise him that the Starfleet representative was there to take Tootsie.
20. Plaintiff met with Venz at the veterinary clinic, but Venz refused to return Tootsie to Plaintiff.
21. Venz advised Plaintiff that he was taking Tootsie to the home of Defendant Nora Onstad at 27902 Meadow View Lane, Adel, Iowa.
22. At the time of this filing, it is believed that Tootsie is at Onstad's home in Adel, Dallas County, Iowa.
23. Tootsie was neither taken on the order or judgment of a court against the Plaintiff, nor under an execution or attachment against the Plaintiff or against the property.
24. Accordingly, Plaintiff is entitled to immediate possession of the property.
25. Plaintiff asks this court to enter a writ of replevin and further requests damages including attorney fees and costs.

**JURY DEMAND**

26. Plaintiff requests a jury trial of all the issues so triable in this action.

**MOTION FOR TEMPORARY INJUNCTION**

27. Paul Marinsky seeks a temporary injunction against the Defendants, as authorized by Iowa Rule of Civil Procedure 1.1501.
28. This motion is supported by the affidavit of Mr. Marinsky, which is attached hereto.

29. Defendants have no right to the possession of Plaintiff's dog.
30. Plaintiff has reason to believe that movement and concealment of Tootsie outside the state of Iowa – or worse, the destruction of Tootsie – is imminent if a temporary injunction is not ordered.
31. For this reason, notice should not be required before issuing an injunction, pursuant to Iowa Rule of Civil Procedure 1.1507.
32. Plaintiff is still grieving from the passing of his wife on August 30, 2020. Now, his grief is compounded by the theft of the family's dog.
33. A temporary injunction is a preventative remedy to preserve the status quo of the parties prior to final judgment. *Lewis Investments, Inc. v. City of Iowa City*, 703 N.W.2d 180, 184 (Iowa 2005). It may be obtained as an independent remedy in an equitable action or as an auxiliary remedy in any action. *PIC USA v. North Carolina Farm Partnership*, 672 N.W.2d 718, 723 (Iowa 2003). The standards for granting a temporary injunction are similar to those for permanent injunctions except the requesting party must show only a “likelihood of success on the merits” as opposed to “actual success.” *Id.* “In considering a request for temporary injunction, the Court should ‘consider the circumstances confronting the parties and balance the harm that a temporary injunction may prevent against the harm that may result from its issuance.’” *Lewis Investments, Inc.*, 703 N.W.2d at 184 (citing *Max 100 L.C. v. Iowa Realty Co.*, 621 N.W.2d 178, 181 (Iowa 2001) (citation omitted)).
34. There is no meaningful dispute that Plaintiff has and will continue to suffer irreparable harm from the theft of Tootsie.

35. There also can be no meaningful dispute that Defendants have any right to the possession of Tootsie. Plaintiff, along with his wife, have owned and cared for Tootsie for nearly three years now at their home in Kansas. Plaintiff is likely to prevail at trial in this matter.
36. Pursuant to the placement contract, Starfleet “is willing to accept responsibility for graduated service dogs in the event of a graduate’s death or incapacity to provide proper care.” (*See* attached Exhibit 2).
37. Plaintiff made Starfleet aware that he did not want them to accept any responsibility for Tootsie following his wife’s death.
38. For these reasons, Plaintiff requests a temporary injunction ordering the immediate return of Tootsie.
39. In the alternative, Plaintiff requests a temporary injunction ordering the Defendants to provide appropriate care for Tootsie while this action is pending, and to enjoin them from removing him from the state of Iowa and from destroying Tootsie.

WHEREFORE, Plaintiff Paul Marinsky requests an order in its favor against Defendants granting a temporary injunction until this case is fully adjudicated, and for an award of court costs, attorney fees, and expenses, and for such other and further relief as the Court deems just and proper.

Respectfully Submitted,

/s/ Jamie Hunter

Jamie L. Hunter AT# AT0011084  
DICKEY, CAMPBELL & SAHAG  
LAW FIRM, P.L.C.  
301 E. Walnut St., Suite 1  
Des Moines, Iowa 50309  
PHONE: 515.288.5008  
FAX: 515.288.5010

E-MAIL: [jamie@iowajustice.com](mailto:jamie@iowajustice.com)