

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Other Civil  
(Consumer Protection)

Court File No. 27-CV-25-16299

In the Matter of Bold North Frenchies L.L.C.,  
Ali Holman, and Mark Holman,

**ASSURANCE OF  
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (“Attorney General”) and Bold North Frenchies L.L.C., Ali Holman, and Mark Holman (collectively, “BNF”);

WHEREAS, the Attorney General received reports indicating that BNF was failing to provide mandatory disclosures to purchasers of certain dogs sold to retail customers and that dogs were being delivered that were seriously ill;

WHEREAS, the Attorney General attempted to investigate those allegations and discovered that BNF had kept little to no paperwork regarding their breeding of dogs, veterinary care of those dogs, or sale of those dogs;

WHEREAS, BNF has provided financial disclosures to the Attorney General, has represented that they have stopped breeding animals, and has represented that bankruptcy is imminent;

WHEREAS Minnesota Statutes section 8.31 vests the Attorney General with the authority to accept an assurance of discontinuance to resolve its investigations, and such an assurance may

include a stipulation for performance or remedies provided by section 8.31, and violation of such an assurance is punishable as contempt;

WHEREAS, the Attorney General and BNF (collectively, the “Parties”) desire to resolve fully this matter by entering into this Assurance;

NOW THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

### **FACTUAL ALLEGATIONS**

1. Bold North Frenchies L.L.C. is a domestic limited liability corporation with a registered location in Brooklyn Park, Minnesota and which has, at times relevant to this Assurance, operated out of a home in Dayton, Minnesota. Mark and Ali Holman are the married individual owners of Bold North Frenchies L.L.C.; they reside in Dayton, Minnesota.

2. BNF bred and, from a Minnesota location sold, hundreds of dogs to consumers across the country. Some of these sales were to retail customers, others included more-complicated structures implying partnerships in business.

3. BNF advertised the dogs they sold as healthy dogs that could be bred and registered with the American Kennel Club. Nevertheless, on some occasions, BNF failed to provide documents necessary for such registration, in violation of Minnesota Statutes section 325F.791, subdivision 3.

4. Some of the dogs BNF sold to retail customers died shortly after delivery.

5. BNF did not provide to any consumer any statement outlined in Minnesota Statutes section 325F.791, subdivision 10.

6. BNF did not post any notice required by Minnesota Statutes section 325F.791, subdivision 9.

7. The Attorney General alleges that the above conduct constitutes violations of Minnesota Statutes sections 325D.44 (Deceptive Trade Practices Act), 325F.67 (False Statements in Advertising), 325F.69 (Prevention of Consumer Fraud Act), and 325F.791 (Sales of Dogs and Cats).

8. BNF deny the Attorney General's allegations.

### **REPRESENTATIONS AND WARRANTIES**

9. The parties agree that, in advance of this Consent Judgment, BNF provided confidential financial information to the Attorney General on which the Attorney General has relied upon in entering into this Assurance of Discontinuance ("Financial Disclosures").

### **INJUNCTIVE RELIEF**

10. BNF shall not directly or indirectly, alone or in conjunction with others, breed or cause the breeding of any animal in Minnesota. For the purposes of this paragraph, "breed" means to intentionally produce new animals. BNF shall not, directly or indirectly, engage in the sale of any live animal in Minnesota or while in Minnesota.

11. Within 180 days of any court's order approving of this Assurance, BNF shall wind up and dissolve BNF, except the deadline in this paragraph shall be tolled as required by any relevant state law, federal law, common law, rule, or court order.

12. BNF shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

### **STAYED CIVIL PENALTY**

13. BNF shall pay a stayed civil penalty of \$25,000 to the Attorney General upon application to a court of competent jurisdiction and a showing by the Attorney General in such

court that BNF has materially violated any of the terms of this Assurance and Order, or that BNF omitted or fabricated information in the Financial Disclosures to the Attorney General. Such court shall decide whether the stayed civil penalty shall be imposed and may hold an evidentiary hearing, if it deems such hearing necessary. The release in Paragraph 15 does not prevent the Attorney General from moving to enforce this Assurance, nor does it prevent the Attorney General from collecting moneys due to the Attorney General under this Assurance.

### **GENERAL TERMS**

14. Nothing in this Assurance shall relieve BNF of the obligation to comply with all applicable Minnesota and federal laws and regulations.

15. In consideration of the stipulated relief and contingent upon the Court's entry of this Assurance, the Attorney General, by execution of this Assurance, hereby fully and completely releases BNF of any and all claims of the Attorney General under Minnesota Statutes sections 325D.44, 325F.67, 325F.69, and 325F.71 connected with or arising out of the operation of BNF detailed in Paragraphs 2-6 of this Assurance. The Attorney General through this Assurance does not settle, release, or resolve any claim against BNF or any other person or entity involving any private causes of action, claims, and remedies, including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division.

16. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

17. This Assurance constitutes the full and complete terms of the agreement entered into by BNF and the Attorney General.

18. Per Minnesota Statutes section 8.31, subd. 2b, this Assurance is not considered an admission of a violation for any purpose.

19. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

20. The Hennepin County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

21. The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

22. Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

23. BNF agrees that the Stayed Civil Penalty in Paragraph 13 of this Assurance, if imposed, represents civil penalties or forfeitures owed to the State of Minnesota, are not compensation for actual pecuniary loss, and, therefore, are not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

24. BNF understands that if a Court of competent jurisdiction holds that BNF has committed a violation of this Assurance, that such violation may subject BNF to sanctions for contempt pursuant to Minn. Stat. § 8.31, subdivision 2b, and that the Attorney General may

thereafter, in his sole discretion, initiate legal proceedings against BNF for any and all violations of this Assurance.

25. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

26. BNF shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by BNF.

27. BNF agrees that the Attorney General, without further notice to BNF, may file this Assurance with the Hennepin County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

28. The parties agree that, for the purposes of reporting on Form 1098-F, the costs of compliance for BNF under this Assurance amount to less than \$50,000.

29. Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Noah Lewellen, Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101

David Madgett, Esq.  
Madgett Law, LLC  
IDS Center, Suite 1650,  
80 South 8th Street  
Minneapolis, MN 55402

KEITH ELLISON  
Attorney General  
State of Minnesota

Date: 9/3/2025 By: s/ Noah Lewellen  
Noah Lewellen  
Assistant Attorney General

Date: 09 / 02 / 2025 By: Mark Holman  
, Owner, Bold North Frenchies

Date: 09 / 02 / 2025 By:   
Ali Holman

Date: 09 / 02 / 2025 By: Mark Holman  
Mark Holman

**ORDER**

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: 9/11/2025   
JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.

I certify the above order constitutes the Judgment of the Court.  
Court Administrator

09/16/2025 02:00 pm By:

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