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12 UNITED STATES BANKRUPTCY COURT
13 FOR THE DISTRICT OF NEVADA

14 * * * * *

15 IN RE:

Case No.: BK- 25-50820-hlb
(Chapter 11)

16 NAVELLIER & ASSOCIATES INC.,

17 Debtor.

**DEBTOR'S MOTION TO ASSUME
UNEXPIRED NON-RESIDENTIAL REAL
PROPERTY LEASE**

19 Hearing Date: February 3, 2026
20 Hearing Time: 1:30 p.m.
21 Est. Time: 10 minutes
Set By: Calendar Clerk

22 NAVELLIER & ASSOCIATES INC., a Nevada corporation ("**Debtor**"), the Debtor and
23 Debtor-in-Possession in the above-captioned Chapter 11 case, through its undersigned counsel,
24 files this Motion seeking entry of an order authorizing the Debtor's assumption of a non-
25 residential real property business lease under 11 U.S.C. § 365(a).

26 This Motion is made and based on the supporting *Declaration of Louis Navellier*
27 ("**Navellier Declaration**"), the following points and authorities, the pleadings and papers on file
28 in this case of which the Court may take judicial notice pursuant to Fed. R. Evid. 201, and the

1 oral argument of counsel at the hearing on this Motion.

2 JURISDICTION

3 1. This Court has subject matter jurisdiction to consider and adjudicate this matter
4 pursuant to 28 U.S.C. §§ 157(b), 1334(b), and 1334(e)(2), and LR 1001(b)(1). This is a core
5 proceeding pursuant to 28 U.S.C. §§ 157(b). Venue of the Debtor's Chapter 11 case in this district
6 is proper pursuant to 28 U.S.C. §§ 1408 and 1409 because the Debtor is a Nevada corporation
7 with its principal place of business in Washoe County, Nevada.

8 2. Debtor confirms its consent, pursuant to Bankruptcy Rule 7008 and Local Rule
9 9014.2, to entry of a final order by the Court on this Motion to the extent it is later determined the
10 Court, absent consent of the parties, cannot enter final orders or judgments on the Motion
11 consistent with Article III of the United States Constitution.

12 3. The statutory predicate for the relief sought herein is 11 U.S.C. §§ 105 (a), 365(a),
13 1107(a) and 1108, and Fed. R. Bankr. P. 6006 and 9014.

14 BACKGROUND

15 4. On September 5, 2025, Debtor filed a Chapter 11 *Voluntary Petition for Non-*
16 *Individuals Filing for Bankruptcy*, initiating Case No. 25-50820-hlb (the “**Chapter 11 Case**”).
17 *See* ECF No. 1.

18 5. No trustee has been appointed in this case and Debtor acts as Debtor-in-
19 Possession. No official committees have been appointed in this case.

20 6. The Debtor is a registered investment advisor as defined in 15 U.S.C. § 80b-
21 2(a)(11) and a money management firm. The Debtor continues to operate its business as a debtor-
22 in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

23 7. Debtor is the tenant under an *Amended and Restated Gross Office Lease* (“**Lease**”)
24 with One Liberty C2K, LLC, a Nevada limited liability company (“**Landlord**”) for a 60-month
25 lease of the Debtor’s business premises consisting of approximately 3,911 square feet of office
26 space located at 1 East Liberty Street, Suite 504, Reno, Nevada 89501, with associated
27 underground parking spaces (collectively “**Premises**”). A copy of the Lease is attached as **Exhibit**

1 **1.**¹

2 8. The Lease commenced on October 1, 2021, and expires September 30, 2026, with
3 an option for Debtor to extend the Lease term for an additional 60-month period (“**Extension**
4 **Option**”). To exercise the Extension Option, the Debtor must give Landlord a 180-day notice of
5 its intent to renew the Lease before the current Lease expiration. The current base rent under the
6 Lease is approximately \$9,465 per month, plus applicable parking fees and CAM charges.
7 Additional Lease terms and conditions, which are standard in commercial leases, can be found in
8 the attached Exhibit 1.

9 **LEGAL ARGUMENT**

10 11 U.S.C. § 365(a) permits the Debtor, subject to the Court’s approval, to assume any
11 unexpired lease or executory contract of the Debtor. If there is any default at the time of the
12 assumption of the lease, the Debtor is required as a condition of assumption to cure the default or
13 provide adequate assurance of future performance. 11 U.S.C. § 365(b)(1). That said, a purported
14 default under a lease is unenforceable if it is solely based on the Debtor’s financial condition,
15 insolvency, or bankruptcy filing. *See* 11 U.S.C. § 365(e)(1).

16 In this case, Debtor seeks to assume the current Lease described above under 11 U.S.C. §
17 365 as an unexpired lease, with no known defaults. The proper standard for a bankruptcy court to
18 utilize in determining whether to authorize a debtor in possession or trustee to assume or reject
19 an executory contract or lease is the “business judgment test.” The United States Supreme Court
20 originally set forth the business judgment test as the appropriate standard for court approval of
21 the assumption and/or rejection of executory contracts in *Group of Institutional Investors v.*
22 *Chicago, Milwaukee, St. Paul and Pacific R. Co.*, 318 U.S. 523, 550 (1943).

23 Since then, courts have overwhelmingly applied the business judgment test as the standard
24 for reviewing the assumption and/or rejection of executory contracts and unexpired leases. *See,*
25 *e.g., Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1982) (affirming

26
27 ¹ The Lease contains a confidentiality provision. Accordingly, out of an abundance of caution,
28 Debtor is filing this Motion without the Lease attached as Exhibit 1. The Lease shall be filed
separately under seal for in camera review or filed on the public docket as an errata to the Motion
if the Debtor is able to obtain the Landlord’s waiver of confidentiality.

1 bankruptcy court's authorization of assumption of lease); *In re Huang*, 23 B.R. 798, 800 (B.A.P.
 2 9th Cir. 1982) (reversing bankruptcy court's refusal to authorize rejection of contract); *In re*
 3 *Grayhill Resources, Inc.*, 63 B.R. 382, 384 (Bankr. D. Col. 1986) (authorizing assumption of
 4 lease); and *Allied Technology, Inc. v. R.B. Brunemann & Sons (In re Allied Technology, Inc.)*, 25
 5 B.R. 484, 495 (Bankr. S.D. Ohio 1982) (authorizing assumption of lease). In *Allied Technology*,
 6 the bankruptcy court explained the significance of the business judgment test in the context of the
 7 assumption of a lease:

8 Court approval of a debtor in possession's judgment that assumption of a lease is
 9 in the best interest of the debtor's business should not be withheld on the basis of
 10 second-guessing of the debtor's judgment, unless the matter is presented in the
 11 context of 11 U.S.C. §1104(a)(1) for the determination of the larger question of the
 12 competency of the debtor in possession's business judgment. It is not the function
 13 of the Court to operate the debtor As long as the assumption of a lease appears
 14 to enhance the debtor's estate, the Court approval of a debtor in possession's
 15 decision to assume a lease should only be withheld if the debtor's judgment is
 16 clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy
 17 Code, and particularly 11 U.S.C. 365.

18 *Id.* at 495.

19 Here, the Debtor has determined in the exercise of its business judgment that the Lease
 20 assumption detailed above is in the best interests of the estate and would benefit the Debtor's
 21 estate. The Debtor's principal business office is located within the leased Premises, and moving
 22 to a new location at this time would disrupt the Debtor's regular business operations. Moreover,
 23 the Lease only has nine months remaining, and Landlord would likely be entitled to Lease
 24 rejection damages for the amount of unpaid rent for the remaining term if the Debtor rejected the
 25 Lease. Thus, there is no financial benefit for the Debtor to reject the Lease.

26 Notwithstanding Debtor's request to assume the Lease, the Debtor intends to explore its
 27 options and negotiate with Landlord before deciding whether to exercise the Extension Option.
 28 Accordingly, for avoidance of doubt, the Debtor is seeking approval from this Court only to
 assume the existing unexpired Lease through September 30, 2026; Debtor is not yet exercising
 the Extension Option.

Finally, unless the Court orders otherwise, pursuant to Fed. R. Bankr. P. 6006(c) Debtor
 will provide notice of this Motion only to the United States Trustee, the Landlord, the twenty

1 highest unsecured creditors, any creditors who have filed claims or notices of appearance, and
2 any parties who automatically receive electronic notice via ECF. Debtor believes such notice is
3 appropriate and sufficient under the Bankruptcy Code and rules because the Debtor's remaining
4 6,000+ potential contingent unliquidated creditors have failed to file claims or otherwise make an
5 appearance in the case.²

6 **CONCLUSION**

7 In conclusion, for the reasons stated above, Debtor respectfully requests that this Court
8 enter an order authorizing Debtor's assumption under 11 U.S.C. § 365(a) of the current unexpired
9 Lease; and granting such other proper relief.

10 Dated January 3, 2026.

11 HARRIS LAW PRACTICE LLC

12 /s/ Norma Guariglia
13 NORMA GUARIGLIA, ESQ.

14 McDONALD CARANO LLP

15 /s/ Sallie B. Armstrong
16 SALLIE B. ARMSTRONG, ESQ.

17 *Counsel for Debtor*
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27 ² On November 7, 2025, Debtor's noticing agent mailed the *Notice of Continued 341 First*
28 *Meeting of Creditors*, with the stated claims bar date, to all known and potential creditors. *See*
Certificate of Service by Omni Agent Solutions, Inc. filed as ECF No. 49. The current claims bar
date for non-governmental creditors is January 5, 2026.

CERTIFICATE OF SERVICE

On January 3, 2026, the foregoing document was served via ECF automated system to all parties registered with ECF in this case on the date and time I filed the document with the Court's ECF system.

I declare under penalty of perjury that the foregoing is true and correct.

Dated January 3, 2026.

/s/ Norma Guariglia

Norma Guariglia

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EXHIBIT 1
Lease
(to be filed under seal or in a supplemental errata)