IN THE SUPREME COURT OF THE STATE OF NEVADA

PRECIOUS METTLE LLC, A NEVADA LIMITED LIABILITY COMPANY; AND DILLON BRACKEN,
Appellants,
vs.
ARCADY MUSHEGIAN IN HIS INDIVIDUAL CAPACITY AND AS ADMINISTRATOR OF THE ESTATE OF NIKOLAI MUSHEGIAN; AND IRINA SOROKINA IN HER INDIVIDUAL CAPACITY AND AS ADMINISTRATOR OF THE ESTATE OF NIKOLAI MUSHEGIAN,
Respondents.

No. 87587

FILED
JUN 25 2025
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

This is an appeal from a district court order denying a motion to dismiss and to compel arbitration. Eighth Judicial District Court, Clark County; Mark R. Denton, Judge.

Appellant Dillon Bracken executed an Operating Agreement and formed Precious Mettle, LLC in 2022. The Operating Agreement contained an arbitration provision. Shortly after executing the Operating Agreement, Bracken executed a Resolution that added Nikolai Mushegian as a member with 50% ownership in the company. Nikolai passed away several months later and his parents, acting as administrators of his estate, sought books and records from Precious Mettle. After several unacknowledged requests for books and records, Nikolai's parents filed a complaint in the district court. Bracken and Precious Mettle (collectively, "Bracken") moved to dismiss and to compel arbitration. The Operating Agreement was attached to the motion as an exhibit. It contained Bracken's

signature, but not Nikolai's. In reply to Nikolai's parents' opposition to the motion, Bracken provided a version of the Operating Agreement signed by both Bracken and Nikolai. Nikolai's parents asserted that Nikolai's signature on the second agreement was fraudulent. The district court held a hearing and concluded that there was insufficient evidence in the record to rule on the motion. Thus, the district court denied the motion without prejudice and ordered limited discovery relating to the existence and validity of the arbitration agreement, reasoning that the issue of arbitration could be raised again after discovery was completed.

During the limited discovery period, Bracken filed a motion for reconsideration. Before the district court ruled on the motion for reconsideration, however, Bracken filed the notice of appeal of the order denying the motion to dismiss and to compel arbitration. The district court subsequently denied the motion for reconsideration because discovery was not complete. When discovery was completed, Bracken renewed the motion to dismiss and compel arbitration. The district court denied the motion for lack of jurisdiction. The notice of appeal of the initial order denying the motion to dismiss and compel arbitration is now pending before this court.

Bracken argues that the district court erred in denying the motion to compel arbitration. Specifically, Bracken asserts that Nikolai's parents are bound to arbitrate because Nikolai signed the Operating Agreement and the agreement contains an arbitration clause that encompasses each of the claims asserted. Nikolai's parents, however, attack the validity of the Operating Agreement itself and argue that the motion was properly denied because Nikolai's signature on the Operating Agreement is fraudulent.

This court reviews a district court's order denying a motion to compel arbitration de novo. *Clark Cnty. Pub. Emps. Ass'n v. Pearson,* 106 Nev. 587, 590, 798 P.2d 136, 137 (1990). An enforceable arbitration agreement requires offer, acceptance, meeting of the minds, and consideration. *See May v. Anderson,* 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). Nikolai's parents did not sign the arbitration agreement. However, nonsignatories "may be bound to an arbitration agreement if so dictated by the ordinary principles of contract and agency." *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 634, 189 P.3d 656, 660 (2008) (internal quotation marks and footnote omitted).

Efficient and thoughtful resolution of "an important issue of law demands a well-developed district court record, including legal positions fully argued by the parties and a merits-based decision by the district court judge." *Archon Corp. v. Eighth Jud. Dist. Ct.*, 133 Nev. 816, 823, 407 P.3d 702, 708 (2017). This court cannot adequately review an appeal where the district court did not address the legal issues or make relevant findings of fact or conclusions of law. *See Douglas Disposal, Inc. v. Wee Haul, LLC*, 123 Nev. 552, 557 n.6, 170 P.3d 508, 512 n.6 (2007) (declining to address an argument that the district court did not address). Here, the record reveals that the motion was denied without prejudice precisely so that limited discovery related to the existence and validity of the arbitration agreement could be conducted. Whether there is a valid, enforceable contract between Bracken and Nikolai is a material factual issue that must be resolved before the district court can properly address the motion to compel arbitration. *See May,* 121 Nev. at 672, 119 P.3d at 1257 ("[T]he question of whether a contract exists is one of fact . . ."); *Johnston v. De Lay*, 63 Nev. 1, 16, 158 P.2d 547, 554 (1945) (declining to review the record to render a factual

finding the district court should have made in the first instance). Accordingly, we affirm the district court's decision to deny the motion to compel arbitration without prejudice.[1] We

ORDER this matter AFFIRMED.

_____, J.
Parraguirre

_____, J.
Bell

_____, J.
Stiglich

cc: Hon. Mark R. Denton, District Judge
Thomas J. Tanksley, Settlement Judge
Hutchison & Steffen, LLC/Las Vegas
The Law Office of John V. Spilotro, Esq., P.C.
McDonald Carano LLP/Reno
McDonald Carano LLP/Las Vegas
Eighth District Court Clerk

[1]In light of our disposition, we need not reach any other issue presented by the parties.