



Countrywide responded and filed a motion to enforce the settlement agreement. In January 2007, the trial court entered an order setting forth the terms of the settlement agreement, granted Countrywide's motion to enforce the agreement, and dismissed the litigation pursuant to the agreement. Al-Ali appealed the trial court's order.

Al-Ali asserts on appeal that discovery is necessary to fully prosecute the case and that he did not receive due process because the TRO hearings were not recorded. He also asserts that Countrywide has been generally uncooperative in resolving this dispute and that he signed the agreement with a mistaken impression. He does not, however, present a substantial legal issue for this court to review.

First, Al-Ali seeks discovery for the first time on appeal. There were no discovery requests made below, nor was discovery raised in any manner before the trial court. Generally, appellate courts will not address issues raised for the first time on appeal. See Salt Lake City v. Ohms, 881 P.2d 844, 847 (Utah 1994). Because discovery was not sought below, this court cannot address the issue now. See Hart v. Salt Lake County Comm'n, 945 P.2d 125, 129-30 (Utah Ct. App. 1997) (noting the court will not address an issue not preserved below). Additionally, any need for discovery was negated by the settlement agreement resolving the dispute.

Similarly, the failure to record the TRO hearings has also been rendered irrelevant because, in pursuing the settlement agreement, Al-Ali achieved the objective of the TRO by obtaining the cancellation of the foreclosure sale. The subsequent agreement then resolved all outstanding issues between the parties.

Al-Ali implies that the hearings were improper. However, the hearings occurred in court, were scheduled with notice, and Al-Ali was represented by counsel. He has not established any prejudice from the failure to record the hearings and does not challenge the trial court's actual determination of the TRO.

Finally, Al-Ali has failed to assert any legal error regarding the trial court's finding that the settlement agreement was enforceable, which is dispositive in this case. Settlement agreements are favored in the law and may be enforced according to contract principles. See Sackler v. Savin, 897 P.2d 1217, 1220 (Utah 1995). The issues identified by Al-Ali are superceded by the agreement. Because Al-Ali has not asserted a legal issue regarding the validity of the agreement, he has failed to present

a substantial issue for review warranting further consideration by this court.

Accordingly, the trial court's order is affirmed.

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Pamela T. Greenwood,  
Associate Presiding Judge

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James Z. Davis, Judge

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Gregory K. Orme, Judge