IN THE UTAH COURT OF APPEALS

----00000----

<u>Jihad Al-Ali</u> and Karen Al-Ali,) MEMORANDUM DECISION) (Not For Official Publication)
Plaintiffs and Appellant,)) Case No. 20070071-CA
ν.	
Countrywide Home Loans, Inc.; Countrywide Home Loans) FILED) (May 3, 2007))
Services; Bank of America, NA; and Jonathan Green,) 2007 UT App 156
Defendants and Appellees.)

Third District, Salt Lake Department, 060914148 The Honorable Glenn K. Iwasaki

Attorneys: Jihad Al-Ali, Salt Lake City, Appellant Pro Se Daniel W. Anderson, Bradley L. Tilt, and Felicia B. Canfield, Salt Lake City, for Appellees

Before Judges Greenwood, Davis, and Orme.

PER CURIAM:

Jihad Al-Ali appeals the trial court's order enforcing a settlement agreement and dismissing his case below. This is before the court on its own motion for summary disposition based on the lack of a substantial question for review. <u>See</u> Utah R. App. P. 10(e).

Al-Ali filed a complaint and a motion for a temporary restraining order (TRO) in August 2006. After two hearings, the trial court denied the TRO, both times finding that there was no showing of irreparable harm. Although the trial court ruled that the scheduled foreclosure sale could proceed, Appellee Countrywide Home Loans, Inc. (Countrywide) canceled the sale pending settlement negotiations.

In October 2006, the parties reached a settlement agreement, memorialized in a letter describing its basic terms. Both Al-Ali and his counsel signed the letter indicating agreement. After the letter agreement was signed, however, Al-Ali dismissed his counsel and filed a pro se motion to reconsider the TRO. 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. <u>See Salt Lake City v. Ohms</u>, 881 P.2d 844, 847 (Utah 1994). Because discovery was not sought below, this court cannot address the issue now. <u>See Hart v. Salt Lake County</u> <u>Comm'n</u>, 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. <u>See Sackler v. Savin</u>, 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.

Pamela T. Greenwood, Associate Presiding Judge

James Z. Davis, Judge

Gregory K. Orme, Judge