

2026 IL App (1st) 252648-U
No. 1-25-2648
Order filed September 24, 2026

Fourth Division

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

CAPITAL ONE, N.A.,	)	Appeal from the
	)	Circuit Court of
Petitioner-Appellee,	)	Cook County
	)	
v.	)	No. 25 CH 6456
	)	
BRIA MACKLIN,	)	Honorable
	)	Michael T. Mullen,
Respondent-Appellant,	)	Judge Presiding.
	)	

JUSTICE NAVARRO delivered the judgment of the court.
Justices Mitchell and Ocasio concurred in the judgment.

ORDER

¶ 1 *Held:* The circuit court properly confirmed the arbitration award in favor of Capital One.

¶ 2 Capital One, N.A. petitioned the circuit court to confirm an arbitration award entered in its favor against Bria Macklin. The court confirmed the arbitration award, and Macklin now appeals, arguing that the arbitration agreement was invalid. For the following reasons, we affirm.

¶ 3 I. BACKGROUND

¶ 4 Capital One is the successor by merger to Discover Bank. Macklin and Discover Bank entered into a cardmember agreement that governed Macklin's credit card account. As part of the agreement, the parties agreed that the Federal Arbitration Act (FAA) would govern any arbitration conducted, and that arbitration must proceed only with the American Arbitration Association (AAA).

¶ 5 Macklin filed a demand for arbitration against Discover Bank in 2024, alleging that Discover Bank did not accept her payment on her account. Discover Bank filed a counterclaim seeking Macklin's past due credit card account balance of \$5,771.32, as well as costs and attorney's fees. The AAA appointed an arbitrator, and proceedings were held on the claim and counterclaim.

¶ 6 The arbitrator entered an interim award on October 22, 2024, in favor of Discover Bank. It noted that the cardmember agreement required payment to be in U.S. dollars, and that Macklin sent a document that purported to direct Discover Bank's chief financial officer to "apply Principal's Balance to Principal's Account each and every billing cycle for set-off." The submission included the bottom portion of the December 13, 2023, credit card statement, with the words, "Pay to the Bearer" and "Accepted for Deposit" written on it, but no actual check or U.S. currency was enclosed. At no time did Macklin pay the outstanding balance on the account. The arbitrator found Macklin liable to Discover Bank in the amount of \$5,771.32, plus attorney's fees and costs.

¶ 7 On November 20, 2024, the arbitrator entered a final award requiring Macklin to pay Discover Bank her past due account balance as well as attorney's fees and arbitration costs, for a total of \$26,621.07.

¶ 8 Subsequently, Discover Bank merged into Capital One.

¶ 9 On June 18, 2025, Capital One filed a petition to confirm the arbitration award in the circuit court. It stated that because Macklin had failed to move to vacate, modify, or correct the arbitration award within three months of it being entered, the court should confirm the award and order Macklin to pay the arbitration award amount, plus interest.

¶ 10 Macklin filed an “answer and objection” to the petition, asserting that she satisfied the arbitration award amount via a “Bill of Exchange.” The purported bill of exchange was attached to her response. It was dated July 30, 2025, and stated that she “orders [Capital One] to pay the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00 USD) for the discharge, settlement, and closure of all claims arising from the alleged arbitration award.”

¶ 11 On August 14, 2025, Capital One filed a motion to “confirm arbitration award and enter judgment,” arguing that Macklin had not satisfied the final award to date, and that the purported bill of exchange was nothing more than a “worthless piece of paper.”

¶ 12 Macklin filed a motion to strike Capital One’s petition to confirm the arbitration award on September 15, 2025. She argued that: (1) Capital One’s failure to attach “accounting records or ledger evidence” prevented confirmation of the award; (2) the cardmember agreement was “ambiguous” and thus lacked “a valid contractual foundation”; (3) Capital One’s refusal to accept the alleged bill of exchange was improper; and (4) Capital One’s refusal to accept the alleged bill of exchange violated Macklin’s due process.

¶ 13 On October 14, 2025, Macklin filed a response to Capital One’s motion to confirm the arbitration award. It alleged that the arbitration agreement in the cardmember agreement was not binding “absent proof of lawful consideration, full disclosure, and compliance with the Federal Arbitration Act.

¶ 14 Capital One filed a reply in support of its motion to confirm the arbitration award, stating that Macklin's challenges to the validity of the parties' contract were untimely, as they were outside the three-month window allowed for challenging an arbitration award.

¶ 15 Arguments were heard on Capital One's petition to confirm the arbitration award. While there is no report of proceedings from that hearing, the record contains a bystander's report. The bystander's report indicates that the circuit court noted that judicial review of arbitration awards was extremely limited, and that Macklin's challenges to the validity of the underlying agreement and the arbitration award were untimely and meritless. It granted Capital One's petition to confirm the arbitration award. Macklin now appeals.

¶ 16 II. ANALYSIS

¶ 17 On appeal, Macklin contends that: (1) the circuit court improperly dismissed her objections to Capital One's petition to confirm the arbitration award as untimely; and (2) the circuit court erred in confirming the arbitration award without determining whether a valid arbitration agreement existed. Capital One maintains that the circuit court properly confirmed the arbitration award where the objections Macklin raised were untimely.

¶ 18 The parties agreed that the FAA would govern any arbitration. "The basic purpose of the FAA is to overcome the historical reluctance of the courts to enforce agreements to arbitrate." *Carter v. SSC Odin Operating Co.*, 237 Ill. 2d 30, 41 (2010). The FAA created substantive federal law that applies to both state and federal courts. *QuickClick Loans, LLC v. Russell*, 407 Ill. App. 3d 46, 52 (2011).

¶ 19 "It is well established that agreements to submit to arbitration, as an alternative method of dispute resolution, are favored at both the state and federal level." *Id.* Illinois public policy favors arbitration as a means of resolving disputes. *Carter*, 237 Ill. 2d at 49. It follows that "[a]rbitration

awards should be construed, wherever possible, so as to uphold their validity.” *Tim Huey Corp. v. Global Boiler & Mechanical, Inc.*, 272 Ill. App. 3d 100, 106 (1995). “Such deference is accorded because the parties have chosen in their contract how their dispute is to be decided, and judicial modification of an arbitrator’s decision deprives the parties of that choice.” *Id.*

¶ 20 “ ‘[T]he confirmation of an arbitration award is a summary proceeding that merely makes what is already a final arbitration award a judgment of the court.’ ” *City of Chicago v. Chicago Loop Parking LLC*, 2014 IL App (1st) 133020, ¶ 52 (quoting *Ottley v. Schwartzberg*, 819 F. 2d 373, 377 (2d Cir. 1987)). The only decision before a court when deciding whether to enter judgment confirming an arbitration award “is whether there is any basis to vacate, modify or correct that award under section 10 or 11 of the FAA and, if not, the court ‘must’ enter the judgment.” *Id.* (quoting 9 U.S.C. § 9 (2000)).

¶ 21 Section 10 states that a court may vacate an award upon application of any party to the arbitration where: (1) the award was procured by corruption, fraud, or undue means; (2) there was evident partiality or corruption in the arbitrators, or either of them; (3) the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or any other misbehavior by which the rights of any party may have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made. 9 U.S.C. § 10 (eff. May 7, 2002).

¶ 22 Section 11 states that in either of the following cases, a court can make an order modifying or correcting the award upon the application of any party to the arbitration: (1) where there was an evident material miscalculation of figures or an evident material mistaken in the description of any person, thing, or property referred to in the award; (2) where the arbitrators have awarded upon a

matter not submitted to them; or (3) where the award is imperfect in matter of form not affecting the merits of the controversy. 9 U.S.C. § 11.

¶ 23 Once the arbitration award was entered on November 20, 2024, Macklin had 90 days to give notice to Capital One that she intended to challenge the award in court under either sections 10 or 11. 9 U.S. C. § 12. Macklin did not seek vacatur, modification, or correction pursuant to these sections within the statutory time frame.

¶ 24 Accordingly, because the only decision before a court when deciding whether to enter judgment confirming an arbitration award “is whether there is any basis to vacate, modify or correct that award under section 10 or 11 of the FAA,” the circuit court properly entered judgment enforcing the arbitration award. *Chicago Loop Parking*, 2014 IL App (1st) 133020, ¶ 52 (the only decision before a court when deciding whether to enter judgment confirming an arbitration award “is whether there is any basis to vacate, modify or correct that award under section 10 or 11 of the FAA and, if not, the court ‘must’ enter the judgment.”)

¶ 25 Macklin maintains, however, that the arbitration agreement was not valid, and that because arbitration is contractual in nature, the circuit court was required to determine the validity of the arbitration agreement as a “threshold issue” before enforcing the arbitration award. Macklin relies on *AT&T Technologies, Inc. v. Communications Workers of America*, 475 U.S. 643 (1986), in support of this proposition.

¶ 26 In *AT&T Technologies*, the employer, AT&T, was in a collective bargaining agreement with a union. *Id.* at 644. The agreement covered telephone equipment installation workers. *Id.* The union filed a grievance challenging AT&T’s decision to lay off 79 installers from its Chicago location, claiming the layoffs violated an article of the agreement. *Id.* at 645. AT&T laid off the installers and refused to submit the grievance to arbitration on the ground that layoffs were not

arbitrable under the agreement. *Id.* at 646. The union sought to compel arbitration by filing suit in Federal District Court, which held that it was for the arbitrator, not the court to decide whether the union’s interpretation of the agreement had merit. *Id.* at 646-47. The Court of Appeals for the Seventh Circuit affirmed. *Id.* at 647.

¶ 27 The United States Supreme Court granted certiorari and vacated the Seventh Circuit’s decision, remanding the case for a determination of whether AT&T was required to arbitrate the union’s grievance. *Id.* at 648. It found that the Seventh Circuit erred in “ordering the parties to arbitrate the arbitrability question.” *Id.* at 651.

¶ 28 Unlike in our case, *AT&T Technologies* landed in court via a motion to compel arbitration when AT&T refused to submit the union’s grievance to arbitration. The threshold issue, therefore, was indeed whether the grievance was arbitrable. In the case at bar, Macklin is the one that initiated the arbitration claim against Capital One in the AAA, pursuant to the cardmember agreement. Her claim she presented to arbitration was that Discover Bank failed to accept her payment on her credit card account. She at no time argued prior to the entry of the arbitration award that the arbitration agreement was invalid.

¶ 29 Additionally, after the arbitration award was entered in favor of Capital One on November 20, 2024, Macklin attempted to pay the amount due on July 30, 2025, albeit improperly, by ordering Capital One to pay \$27,500 “for the discharge, settlement, and closure of all claims arising from the alleged arbitration award.”

¶ 30 It was not until September 15, 2025, in her response to Capital One’s petition to enforce the arbitration award, that Macklin raised the “threshold issue” of an unenforceable underlying arbitration clause. This objection was untimely and therefore waived. See *International Union of Operating Engineers, Local No. 841 v. Murphy Company*, 82 F. 3d 185, 188 (7th Cir. 1996)

(section 12 precludes a motion to vacate, modify, or correct an arbitration award after the 90-day period has run, even when raised as a defense to a petition to confirm the arbitration award).

¶ 31 Macklin may not now rebuff Capital One's petition to confirm the arbitration award by a belated attack on the award, dressed up as an objection to the petition for confirmation. *Id.* Thus, under the FAA, the circuit court was required to confirm the ruling. 9 U.S.C. § 9.

¶ 32 As a final note, Macklin states in her appellate brief that she made other objections in the circuit court, namely, (1) challenging the sufficiency of Capital One's petition to confirm the arbitration award, and (2) arguing that certain statutory prerequisites for enforcement of the award had not been met. Macklin fails to develop either of these arguments on appeal and therefore we need not address them. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020); *Doherty v. County Faire Conversion, LLC*, 2020 IL App (1st) 192385, ¶ 36 (the failure to develop an argument, cite persuasive and relevant authority, or present a well-reasoned argument violates Illinois Supreme Court Rule 341(h)(7)).

¶ 33

III. CONCLUSION

¶ 34 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 35 Affirmed.