

United States Court of Appeals For the First Circuit

No. 25-1407

ALAN DWORMAN,
Plaintiff, Appellant,

v.

PHH MORTGAGE SERVICES; OCWEN LOAN SERVICING, LLC,
Defendants, Appellees,

FIRST OHIO BANC & LENDING, INC.,
Defendant.

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

[Hon. Margaret R. Guzman, U.S. District Judge]

Before

Barron, Chief Judge,
Gelpí and Aframe, Circuit Judges.

J. Mark Dickison, with whom Brendan P. Slean and Lawson & Weitzen, LLP were on brief, for appellant.

Marissa I. Delinks, with whom Maura K. McKelvey and Hinshaw & Culbertson LLP were on brief, for appellees.

October 21, 2026

AFRAME, Circuit Judge. After defaulting on a home mortgage loan, Alan Dworman agreed with his loan servicer that if he met certain repayment conditions, a portion of his loan balance would be forgiven. Dworman failed to meet those conditions. He nonetheless claimed that the loan servicer and its successor had forgiven his debt by issuing him an Internal Revenue Service ("IRS") Form 1099-C, entitled "Cancellation of Debt," and through certain other conduct related to the debt's collection. They disagreed.

With his debt unforgiven, Dworman sued his loan servicer and its successor in state court, asserting claims for breach of contract, breach of the covenant of good faith and fair dealing, and violation of the Massachusetts consumer protection statute, Mass. Gen. Laws ch. 93A ("Chapter 93A"), as well as seeking declaratory relief. Based on diversity jurisdiction, the defendants removed the case to federal court. In due course, the defendants moved for summary judgment on all claims. The district court rejected Dworman's contention that it would be premature to rule on the summary judgment motion without permitting additional discovery and then granted the motion. Dworman appeals from the denial of his request for additional discovery and the grant of summary judgment. We affirm in both respects.

I.

A.

In 2007, Dworman obtained a \$549,600 mortgage loan from First Ohio Banc & Lending, Inc. ("First Ohio Banc") to refinance an existing mortgage on his Massachusetts residence. The following year, Dworman lost his job and fell behind on paying his mortgage. In early 2016, Dworman sought mortgage assistance from Ocwen Loan Servicing, LLC ("Ocwen"), his loan servicer at the time. Ocwen offered Dworman a "Home Affordable Loan Modification Trial Period Plan," which Dworman accepted in July 2016. Under the plan, after successfully making three reduced monthly payments, Dworman became eligible for a permanent loan modification agreement. In November 2016, Dworman entered into such an agreement with Ocwen (the "2016 Agreement"). The U.S. Department of Treasury paid Ocwen a \$1,200 incentive for implementing the 2016 Agreement.

Per the 2016 Agreement, Dworman's delinquent taxes, insurance, and interest were capitalized into a new principal balance of \$821,864.94. Section 3(c) of the 2016 Agreement provided that \$465,114.94 of this balance would be deferred (the "Deferred Principal Balance") and that Dworman would not pay interest or make monthly payments on the Deferred Principal Balance until the loan's maturity date. It further stated that \$406,714.94 of the Deferred Principal Balance (the "Deferred Principal Reduction Amount") was "eligible for forgiveness." So long as

Dworman was "not in default on [his] new payments such that the equivalent of three full monthly payments are due and unpaid on the last day of any month," one third of the Deferred Principal Reduction Amount would be forgiven on each of the first, second, and third anniversaries of September 1, 2016.

On December 5, 2016, four days after the 2016 Agreement became effective, Ocwen sent Dworman an IRS Form 1099-C, entitled "Cancellation of Debt," which listed \$406,714.94 as the "[a]mount of debt discharged." The Form 1099-C notifies the IRS of the discharged amount because it may be considered income for federal tax purposes. Dworman filed the Form 1099-C with his 2016 tax return, reporting the Deferred Principal Reduction Amount as income.

Dworman missed his first modified mortgage payment and continued to fall behind on payments. Throughout 2017, Ocwen sent Dworman numerous communications indicating his arrearages. And in May of that year, Ocwen assisted Dworman in trying to bring his account current by sending him a temporary repayment agreement.

Dworman's default status continued into 2018, and Ocwen issued further delinquency notices. In mid-March 2018, for example, Ocwen sent Dworman a notice advising that his loan had been referred to counsel to begin foreclosure proceedings and included a notice of debt indicating that "[t]he amount of debt as of March 12, 2018 is \$832,109.93." Later that month, Dworman

entered into a repayment agreement with Ocwen, but he nonetheless remained delinquent. In September 2018, Ocwen sent a mortgage statement reflecting that the loan was 169 days delinquent and that Dworman's total principal balance was \$813,995.09, comprising a regular principal balance of \$348,880.15 and a Deferred Principal Balance of \$465,114.94. Ocwen sent Dworman similar mortgage statements in February and April 2019; each noted Dworman's delinquency and listed the Deferred Principal Balance as \$465,114.94.

On June 4, 2019, PHH Mortgage Corporation ("PHH") sent Dworman a notice informing him that it had merged with Ocwen and that PHH was now servicing his loan (the "June 2019 Transfer Notice"). Dworman acknowledged receiving this Notice, which included an addendum indicating that the principal balance for Dworman's account as of June 1, 2019, was \$342,838.62. The June 2019 Transfer Notice did not, however, mention the Deferred Principal Balance. On August 13, 2019, PHH sent Dworman a letter amending the Notice, stating that it had omitted the Deferred Principal Balance and clarifying that "[t]he correct principal balance as of [June 1, 2019] which includes the deferred principal balance was: \$807,953.56." Dworman denies having received this letter, although it was sent to the same address as the June 2019 Transfer Notice.

On April 6, 2020, in response to Dworman's request for a payoff letter on his loan, PHH notified Dworman that the Deferred Principal Balance "was not forgiven," as Dworman had been delinquent in his loan payments on the first anniversary of the 2016 Agreement. Dworman admitted that he received this notification. In 2020, Dworman caught up on his loan obligations and has since made timely payments.

Dworman filed suit in January 2023, naming First Ohio Banc, Ocwen, and PHH as defendants.¹ The parties then engaged in discovery, during which Dworman directed document requests to Ocwen. Relevant here, Dworman sought documents from Ocwen "relating to any tax write offs, financial benefits and incentives extended to Ocwen . . . including but not limited to Ocwen's tax filings 2016 to present." In Dworman's view, these documents pertained to whether Ocwen had received the benefit of a tax write-off for issuing the Form 1099-C, which would tend to suggest that it treated the Deferred Principal Reduction Amount as discharged. By that time, the mortgagee and note holder had moved from First Ohio Banc to Deutsche Bank National Trust Company as Trustee for IndyMac INDX Mortgage Loan Trust 2007-AR17, Mortgage Pass-Through Certificates Series 2007-AR17 ("Deutsche Bank Trust"). Deutsche Bank Trust was not named in these requests, nor

¹ Following the appeal, Dworman voluntarily dismissed his claims against First Ohio Banc, the original mortgagee.

was it ever named a party to Dworman's suit. Ocwen objected to Dworman's request for its tax filings on relevance grounds and did not produce them during the litigation.

B.

Following discovery, Ocwen and PHH (collectively, "the defendants") moved for summary judgment on all claims. Dworman opposed the motion, both on the merits and because it was premature insofar as he needed further discovery into Ocwen's 2016 tax filings.² On the latter argument, the district court determined that Ocwen's refusal to produce its 2016 tax filings posed no impediment to resolving the summary judgment motion because Dworman had failed to explain why Ocwen's tax filings were material to his summary judgment opposition.

On the merits, for Dworman's breach of contract claim, the district court concluded that the undisputed factual record demonstrated that the defendants did not breach the 2016 Agreement by failing to forgive the Deferred Principal Reduction Amount. In support, the court pointed to undisputed evidence that Dworman failed to meet the contractual conditions for loan forgiveness in Section 3(c) of the Agreement -- i.e., not falling more than three months behind on payments. The court also rejected Dworman's

² Dworman first raised this discovery issue at the summary judgment stage by filing a Federal Rule of Civil Procedure 56(d) affidavit with his opposition to the defendants' summary judgment motion.

argument that the defendants had waived their right to claim that he breached the 2016 Agreement by accepting his late mortgage payments. The court concluded that Section 12 of the 2016 Agreement expressly provided that Ocwen's acceptance of late payments would not waive any right or remedy.

Additionally, the district court dispensed with Dworman's argument that issuance of the Form 1099-C and the defendants' subsequent conduct operated to discharge his debt. In so doing, the court cited the "majority view" that issuing a Form 1099-C does not legally discharge a debt but rather satisfies an IRS reporting requirement. Likewise, the court rejected Dworman's claim that PHH's omission of the Deferred Principal Reduction Amount from the June 2019 Transfer Notice reflected forgiveness of that amount. The court reasoned that PHH's failure to mention the Deferred Principal Reduction Amount did not constitute express forgiveness, and it found that PHH's August 13, 2019, corrective letter timely accounted for the Deferred Principal Balance.

For Dworman's claim alleging breach of the covenant of good faith and fair dealing, the district court determined that no reasonable jury could find the requisite "dishonest purpose or conscious wrongdoing" by the defendants. Quoting Conte v. Bank of Am., N.A., 52 F. Supp. 3d 265, 269 (D. Mass. 2014). To the contrary, the defendants attempted to provide Dworman with multiple debt relief options, engaged in good-faith conduct by

entering the 2016 Agreement, and applied the contract terms as written.

Next, the district court concluded that Dworman's Chapter 93A claim failed for procedural and substantive reasons. Procedurally, Dworman's complaint failed to allege that he sent the required pre-suit demand letter to the defendants. Substantively, the court concluded that the Chapter 93A claim failed because it was predicated on the same insufficient breach arguments underlying Dworman's other claims. And even if the defendants had breached the 2016 Agreement, the record did not show the kind of egregiously wrong conduct contemplated by Chapter 93A.

Finally, the district court rejected Dworman's derivative declaratory judgment claim, reasoning that there was no justification to issue a declaration that the Deferred Principal Reduction Amount had been forgiven given the failure of his other claims.

Dworman timely appealed.

II.

A.

We review de novo the district court's grant of summary judgment. Henderson v. Mass. Bay Transp. Auth., 977 F.3d 20, 29 (1st Cir. 2020). In conducting our review, we construe the facts and all reasonable inferences from those facts in favor

of the non-movant -- here, Dworman. See Pleasantdale Condos., LLC v. Wakefield, 37 F.4th 728, 733 (1st Cir. 2022).

A district court should grant summary judgment if the movant "shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A dispute is genuine "if the evidence would enable a reasonable factfinder to decide the issue in favor of either party." Irobe v. U.S. Dep't of Agric., 890 F.3d 371, 377 (1st Cir. 2018). "A fact is 'material' if it 'has the capacity to change the outcome of the [factfinder's] determination.'" Id. (alteration in original) (quoting Perez v. Lorraine Enters., Inc., 769 F.3d 23, 29 (1st Cir. 2014)).

If the non-movant can show that, "for specified reasons, it cannot present facts essential to justify its opposition" to a summary judgment motion, Rule 56(d) provides the court discretion to defer consideration of the motion and allow for additional discovery. Fed. R. Civ. P. 56(d). A party seeking to invoke Rule 56(d) must provide an affidavit or other authoritative submission that, among other things, "indicates how [the sought-after] facts would influence the outcome of the pending summary judgment motion." Jones v. Secord, 684 F.3d 1, 6 (1st Cir. 2012). We review for abuse of discretion the denial of a Rule 56(d) request. Emigrant Residential LLC v. Pinti, 37 F.4th 717, 724 (1st Cir. 2022).

B.

1.

Dworman first argues that the district court abused its discretion under Rule 56(d) by deciding the summary judgment motion without permitting discovery of Ocwen's 2016 tax filings. We disagree. Dworman's theory of relevance -- that a tax write-off in Ocwen's 2016 tax returns would reflect Ocwen's forgiveness of Dworman's loan -- suffers a fatal flaw: Ocwen is not entitled to a tax write-off for any forgiveness of Dworman's loan debt.

Deutsche Bank Trust (not Ocwen) held Dworman's loan; thus, if the loan had been forgiven, that tax benefit would accrue to Deutsche Bank Trust, not Ocwen. When confronted during oral argument with this reality, Dworman admitted that Ocwen's tax returns are likely irrelevant to whether his debt was forgiven, and that his intent was to seek Deutsche Bank Trust's tax returns, despite not having done so. Dworman claims that, by seeking documents from Ocwen (the loan servicer), the district court should have understood his request to cover documents maintained by or on behalf of Deutsche Bank Trust (the mortgagee). But Dworman's discovery requests do not once mention non-party Deutsche Bank Trust, nor does Dworman explain how Deutsche Bank Trust may have been acting on Ocwen's behalf such that it would fall under the document request's definition of "Ocwen."

In short, Dworman does not allege that Ocwen had any financial or ownership interest in his debt that would entitle it to a tax write-off. Nor does he otherwise demonstrate any nexus between Ocwen's tax returns and his theory that the debt was discharged when Ocwen issued the Form 1099-C. Dworman even appeared to acknowledge at argument that Ocwen cannot forgive a debt owed to Deutsche Bank Trust. Dworman thus failed to show how Ocwen's tax returns would "influence the outcome" of the defendants' summary judgment motion, as he must to obtain relief under Rule 56(d). Jones, 684 F.3d at 6. The district court therefore appropriately decided the summary judgment motion without permitting the requested additional discovery.³

2.

We turn now to the merits of the summary judgment ruling. With respect to the breach of contract claim, it is undisputed that Dworman failed to meet the contractual conditions that would have triggered eligibility for forgiveness under Section 3(c) of the 2016 Agreement. Our task then is to determine if there is a disputed issue of material fact as to whether the defendants waived

³ Nor did the district court abuse its discretion by resolving this issue in a footnote. As we have explained, the court appropriately addressed the summary judgment motion without awaiting additional discovery. It is irrelevant whether the court reached that conclusion in the text of its order or in a footnote.

the Section 3(c) conditions precedent by issuing the Form 1099-C and through their subsequent conduct.⁴

To determine whether issuing a Form 1099-C legally discharged Dworman's debt, we consider the applicable IRS regulations and the purpose of a Form 1099-C. The Internal Revenue Code, 26 U.S.C. § 6050P, sets forth certain reporting requirements, which the IRS regulations have implemented through the Form 1099-C filing requirement. Relevant here, 26 C.F.R. § 1.6050P-1(a)(1) requires an entity like Ocwen to file a Form

⁴ The defendants argue that we should not address Dworman's waiver argument because it was raised only on appeal. They say that Dworman alleged in his complaint only that he "complied with all contractual obligations" under the 2016 Agreement and accordingly did not assert a waiver by the defendants of any contract term. Although Dworman could have been more precise in explicating his argument below, we do see some hairsplitting by the defendants. Dworman originally pleaded that the defendants' issuance of the Form 1099-C effected a discharge of his debt under the 2016 Agreement. On appeal, he again raises the Form 1099-C, saying now that it shows the defendants waived the Section 3(c) conditions precedent. Although these arguments may be technically distinct, they both assert that Dworman should have received debt relief because Ocwen sent him the Form 1099-C. Moreover, the district court did conclude that Dworman was obligated to comply with the Section 3(c) conditions precedent and did not do so. It further determined that the evidence Dworman presented (including the defendants' issuance of the Form 1099-C and the June 2019 Transfer Letter) did not indicate a discharge of the debt. And it rejected a somewhat related claim that the defendants waived their right to argue that Dworman did not meet his contractual obligations by continuing to accept Dworman's late payments. Thus, it appears that the main issues advanced on appeal were addressed by the district court. We therefore resolve this argument on the merits. See Holsum de P.R., Inc. v. ITW Food Equip. Grp. LLC, 116 F.4th 59, 66 (1st Cir. 2024) ("Appellate courts may . . . address an issue not presented to the lower court if the lower court nevertheless addressed the issue.").

1099-C when it "discharges an indebtedness of any person . . . of at least \$600 during a calendar year." Such a discharge "is deemed to have occurred" if one of seven "identifiable event[s]" occurs, "whether or not an actual discharge of indebtedness has occurred on or before the date on which the identifiable event has occurred."⁵ Id. In this case, Dworman's Form 1099-C indicated that the identifiable event was "[a] discharge of indebtedness pursuant to an agreement between an applicable entity and a debtor to discharge indebtedness at less than full consideration." See id. § 1.6050P-1(b)(2)(i)(F). In other words, Ocwen had to issue the Form 1099-C because the 2016 Agreement included a Deferred Principal Reduction Amount that would be discharged if Dworman satisfied certain contract conditions.

Per the regulation's plain text, an entity like Ocwen must file a Form 1099-C regardless of whether the debt has in fact been discharged, so long as one of the seven identifiable events has occurred. See F.D.I.C. v. Cashion, 720 F.3d 169, 178-79 (4th Cir. 2013). This language forecloses a conclusion that issuing a Form 1099-C effects a per se discharge of the underlying debt regardless of the debtor's compliance with the debt forgiveness

⁵ In accordance with this language, the Form 1099-C's "Instructions for Debtor" advise the debtor that he has received the form for one of two reasons: (1) a debt has been discharged; or (2) "because an identifiable event has occurred that either is or is deemed to be a discharge of debt of \$600 or more."

agreement. See id. at 179-80 ("[B]ecause a creditor can be required to file a Form 1099-C even where a debt has not been cancelled, the mere fact that a Form 1099-C is filed does not constitute sufficient evidence, standing alone, that a debt has been cancelled."). Instead, it supports our understanding that the form is a means of satisfying the IRS's reporting requirement.⁶

Our plain reading of the regulation aligns with the IRS's own interpretation. The IRS issued Information Letters in 2005 stating that (1) it "does not view a Form 1099-C as an admission by the creditor that it has discharged the debt and can no longer pursue collection" and (2) the governing statute and regulations do not "prohibit collection activity after a creditor reports by filing a Form 1099-C." Cashion, 720 F.3d at 179 (quoting I.R.S. Info. Ltr. 2005-0207, 2005 WL 3561135 (Dec. 30, 2005); I.R.S. Info. Ltr. 2005-0208, 2005 WL 3561136 (Dec. 30, 2005)).

By our read, each circuit to address the issue has held the same. See Cashion, 720 F.3d at 178-80; Gericke v. Truist, No.

⁶ As Dworman argues and some courts have recognized, Form 1099-C may be confusing to consumers. See, e.g., Gugger v. USAA Fed. Sav. Bank, No. 17-cv-1518-AJB-AGS, 2018 WL 1605195, at *3 (S.D. Cal. Apr. 3, 2018) ("There is no doubt that Form 1099-C is riddled with confusion to any average consumer," citing, e.g., the form's bold-faced title, "Cancellation of Debt."). The potential for consumer confusion, however, does not create a genuine dispute of material fact on whether issuance of the Form 1099-C legally discharged Dworman's debt. (And as the district court noted, the form included a customer care phone number, to the extent Dworman may have had any questions about the form's meaning.)

21-1776, 2022 WL 2128561, at *2-3 (3d Cir. June 14, 2022) (agreeing with Cashion that "the filing of a Form 1099-C is a reporting requirement that does not depend on whether the debt has been 'actually discharged'"); cf. Wells Fargo Advisors, LLC v. Mercer, 735 F. App'x 23, 24-25 (2d Cir. 2018) (describing as "unavailing" a debtor's argument that it would be inequitable to permit collection of his debt after he received a Form 1099-C).

Dworman attempts to distinguish this case by arguing that, in Cashion, the Form 1099-C was the only evidence of debt discharge. See 720 F.3d at 181 (describing the case before it as "likely an oddity" for that reason). Dworman contends that here, there is additional evidence from which a jury could conclude that the defendants forgave his debt -- namely, (1) PHH's June 2019 Transfer Notice; (2) the defendants' issuance of one Form 1099-C in 2016 rather than three such forms for each portion of the debt that would be forgiven over the subsequent years; (3) Ocwen's receipt of a \$1,200 incentive payment from the U.S. Department of the Treasury for implementing the 2016 Agreement; and (4) an alleged tax write-off on Ocwen's 2016 tax returns. None of these additional considerations moves the needle.

First, as the district court noted, although PHH's June 2019 Transfer Notice mistakenly omitted the Deferred Principal Reduction Amount, it did not state that this amount had been forgiven. Rather, the notice simply omitted it. And roughly two

months later, PHH corrected this omission in a letter to Dworman that listed the correct principal balance, including the deferred amount.⁷ Considered in context, the June 2019 Transfer Notice does not indicate a discharge of Dworman's debt. To the extent the June 2019 Transfer Notice introduced ambiguity about a possible discharge, PHH resolved that ambiguity by timely correcting its initial omission.

Second, Dworman contends that Ocwen's decision to send one Form 1099-C in 2016 listing the full Deferred Principal Reduction Amount rather than three separate forms indicates a discharge of the entire amount upon issuance of the 2016 Form 1099-C. Dworman suggests that 26 C.F.R. § 1.6050P-1(a)(1) requires issuance of a Form 1099-C each time there is an agreement to discharge a debt exceeding \$600, and that the 2016 Agreement encompassed three such agreements. That Ocwen sent just one Form

⁷ Although PHH sent the corrective letter to the same address as the June 2019 Transfer Notice, Dworman denies receiving it. But receipt does not matter insofar as the sending of the letter shows that the June 2019 Transfer Notice's omission was not meant to indicate discharge of the debt. Moreover, Dworman does not deny receiving numerous letters, notices, and statements from Ocwen throughout 2017, 2018, and 2019 indicating that the Deferred Principal Reduction Amount remained outstanding, including an April 2019 mortgage statement sent just two months before the Transfer Notice. Nor does he deny receiving subsequent correspondence expressly indicating that the Deferred Principal Reduction Amount was not forgiven, including an April 6, 2020, letter from PHH. Given these numerous communications indicating the full amount of debt owed, Dworman places far too much weight on one letter that accidentally omitted the full amount.

1099-C, as opposed to three, thus indicates that it was not attempting to comply with the IRS's reporting requirements, but rather signaling a waiver of the Section 3(c) conditions precedent.

Dworman first raises this argument on appeal, and it is thus forfeit. See, e.g., United States v. Trahan, 111 F.4th 185, 193 (1st Cir. 2024) (arguments raised first on appeal are forfeit), cert. denied, 145 S. Ct. 1206 (2025). Additionally, because Dworman makes no argument as to why this forfeited argument would satisfy plain-error review, he has waived any such argument on appeal. See Sec. & Exch. Comm'n v. Gastauer, 188 F.4th 80, 88-89 (1st Cir. 2026); see also Nat'l Fed'n of the Blind v. The Container Store, Inc., 904 F.3d 70, 86 (1st Cir. 2018). But even if preserved, Dworman's argument fails; it presumes that issuing a Form 1099-C effects a per se discharge of the debt listed on that form. As we have already explained, it does not. Nor has Dworman developed a persuasive argument as to why 26 C.F.R. § 1.6050P-1(a)(1) would require Ocwen to provide three forms as opposed to one, given that Ocwen reached only one debt discharge agreement with Dworman.

Third, Dworman asserts that Ocwen waived the Section 3(c) conditions precedent when it received a \$1,200 incentive payment from the U.S. Department of the Treasury for implementing the 2016 Agreement. But Dworman makes only passing reference to this theory in his brief, without any explanation or argument in

support. The argument is therefore waived. See United States v. Zannino, 895 F.2d 1, 17 (1st Cir. 1990) ("[I]ssues adverted to in a perfunctory manner, unaccompanied by some effort at developed argumentation, are deemed waived.").

Finally, Dworman suggests that a tax write-off on Ocwen's 2016 tax returns would provide further evidence of debt forgiveness. As already discussed, this argument fails because Ocwen, as the loan servicer, is not entitled to a tax write-off in connection with Dworman's loan.

Overall, we do not see how any of these four additional pieces of evidence, when considered together with the defendants' issuance of the Form 1099-C, would show a genuine dispute of material fact from which a reasonable factfinder could conclude that the defendants waived the Section 3(c) conditions precedent for discharging Dworman's debt. The district court therefore correctly granted the defendants' motion for summary judgment on Dworman's breach of contract claim.

3.

That leaves Dworman's three remaining claims, which we briefly address in turn.

First, to prevail on his claim for breach of the covenant of good faith and fair dealing, Dworman must present evidence of bad faith or a lack of good faith, which "carries an implication of a dishonest purpose, conscious doing of wrong, or breach of

duty through motive of self-interest or ill will." Young v. Wells Fargo Bank, N.A., 717 F.3d 224, 238 (1st Cir. 2013) (interpreting Massachusetts law). The district court determined that Dworman had not done so, citing, for example, the defendants' multiple attempts to provide Dworman with debt relief options and their application of the contract terms as written. The court concluded that no reasonable juror could find the requisite "dishonest purpose" or "conscious wrongdoing" by the defendants.

Dworman makes no effort to identify any error in the court's conclusions. As for the arguments he does make, they are not only raised for the first time on appeal and thus forfeit, see Trahan, 111 F.4th at 193, but they are also undeveloped and thus waived on appeal, see Zannino, 895 F.2d at 17.

Second, Dworman claims the district court erred in granting summary judgment on his Massachusetts Chapter 93A claim. "[A] Chapter 93A claim that is derivative of other failed claims must be dismissed." Gattineri v. Wynn MA, LLC, 93 F.4th 505, 512 (1st Cir. 2024) (applying Massachusetts law). Here, Dworman's Chapter 93A claim is entirely derivative of his breach of contract claim. Having affirmed the district court's dismissal of the breach of contract claim, Dworman's Chapter 93A claim fails.⁸

⁸ Dworman also objects to the district court's procedural reasons for rejecting the Chapter 93A claim. Because the Chapter 93A claim fails for substantive reasons, we need not address these objections.

Finally, Dworman's claim for a declaratory judgment that his mortgage loan be modified to forgive the Deferred Principal Reduction Amount rests on the same faulty theories already rejected. Because the declaratory judgment claim is derivative of Dworman's other claims on which the district court correctly granted summary judgment, it meets the same fate. See, e.g., Young, 717 F.3d at 236-37 (dismissing claim for declaratory relief that "merely duplicate[d]" another claim).

III.

For these reasons, we affirm the district court's award of summary judgment to the defendants.