# Uniform Procedure for “Doomsday” Orders

***Background***

* A “Doomsday” Order is an order that entitles one party to relief upon presentation of evidence that the other party has failed to comply with conditions imposed by the order. Doomsday Orders can be imposed as a part of the court’s resolution of a pending motion or as part of a consensual resolution among the parties.
* For example, the parties to a motion for relief from stay may agree to a Doomsday Order by which the debtor is required to make all contractually required payments to the creditor for a set period, with any default during that period entitling the creditor to file evidence showing a default and informing the court of the violation, after which the court will enter an order granting relief from stay.
* Similarly, the chapter 13 trustee may agree to resolve a motion to dismiss subject to the debtor taking certain actions (making plan payments, filing an amended plan or budget, or filing tax returns) prior to specific deadlines and subject to a “doomsday,” with any default resulting in the dismissal of the debtor’s case without the need for a further motion, notice or hearing.
* Once the Doomsday Order is entered, the party is under a court order to comply with its terms. A default on those terms entitles the other party to relief.
* The Local Sample Forms tab on the court’s website (<https://www.wieb.uscourts.gov/local-sample-forms>) contains several forms, which are referred to below, to assist parties in complying with the court’s Uniform Doomsday Procedure.

***Modification of Doomsday Orders (Pre-Default)***

* A party that cannot comply with its obligations under a Doomsday Order should seek to amend the order ***before*** any default occurs, either by agreement or motion.
* The parties to a Doomsday Order may stipulate to amendments to the terms of a Doomsday Order. A party’s first recourse should be to ask other affected parties to agree to an amendment. The court ordinarily will approve entry of an amended Doomsday Order based on the parties’ stipulation. See Local Form 9008 (Stipulation and Motion to Amend the Court’s Doomsday Order) and Local Form 9008-O (Proposed Order Approving Stipulation and Granting Motion to Amend Doomsday Order).
* If the opposing party will not agree to the amendment, a party may ask the court to amend the terms of the Doomsday Order, including by enlarging the deadlines it imposes. Under Bankruptcy Rule 9006(b), a party asking the court to enlarge an unexpired deadline set in a Doomsday Order need only show “cause” for the enlargement. The motion must be served on the other parties to the Doomsday Order with notice that objections are due within 7 days and that the failure to object may result in the court granting the motion. See Local Form 9006-A (Notice of Motion and Motion to Modify the Court’s Doomsday Order to Enlarge Time to Comply Before Deadline Expiration) and Local Form 9006-O (Proposed Order Modifying the Court’s Doomsday Order to Enlarge the Time to Comply).

***Filing and Service of Evidence of Default under Doomsday Order***

* A party seeking to enforce its right to relief under a Doomsday Order must file “Evidence of Default,” often labeled as an “Affidavit of Default” or “Certificate of Non-Compliance” and a proposed order. The party must serve its Evidence of Default on all parties against whom the party seeks relief before or at the same time the evidence is filed with the court.
* The court will hold orders granting relief under a Doomsday Order for a “Holding Period” of seven days to allow the opposing party the chance to show that relief should not be granted.

***Avoiding Relief After the Filing of Evidence of Default***

* The court will enter an order granting relief under a Doomsday Order without further notice or hearing, unless the party requesting relief withdraws that request or the party against whom relief is sought timely moves to (1) dispute the alleged default or (2) amend the terms of the Doomsday Order, including by enlarging the deadlines it imposes. The court will no longer consider “Objections” to an opposing party’s Evidence of Default and may either summarily overrule or treat them as being without effect.

***Disputing a Default***

* If a party believes there has been no default, the party’s first recourse should be to contact the party that filed the Evidence of Default. If the Evidence of Default is withdrawn before the expiration of the Holding Period, the court will take no further action.
* If the parties need more time to confirm whether a default has occurred, they may file a joint request to enlarge the Holding Period for a specific period. The court ordinarily will enlarge the Holding Period for a brief period if jointly requested. See Local Form 9007 (Joint Request to Enlarge Holding Period Before Entry of Order on Evidence of Default).
* If the opposing party will not agree to withdraw its Evidence of Default, a party may file a Motion to Strike. A Motion to Strike must state specific facts establishing that the opposing party’s Evidence of Default is materially false. The motion must be served on the party that filed the Evidence of Default with notice that objections are due within 7 days and that the failure to object may result in the court granting the motion. See Local Form 9002 (Notice of Motion and Motion to Strike Evidence of Default) and Local Form 9002-O (Proposed Order Granting Motion to Strike Evidence of Default).
* A debtor may file a motion to strike only if the party can prove that there has not been a default.

***Curing or Excusing a Default by Consent or Motion***

* If a party believes its default on the terms of a Doomsday Order should not result in the granting of relief, the party’s first recourse should be to contact the opposing party to request the withdrawal of the Evidence of Default. If the Evidence of Default is withdrawn before the expiration of the Holding Period, the court will take no further action.
* The parties also may stipulate to revised terms for the Doomsday Order. See Local Form 9008 (Stipulation and Motion to Amend the Court’s Doomsday Order) and Local Form 9008-O (Proposed Order Amend Doomsday Order Based on Stipulation and Motion).
* The court ordinarily will amend the terms of a Doomsday Order based on a joint request.
* If the opposing party will not agree to withdraw its Evidence of Default, the party may file a Motion to Amend the Doomsday Order to enlarge the time to comply after the expiration of the deadline. Under Bankruptcy Rule 9006(b), a party asking the court to extend a deadline set in a Doomsday Order after the deadline has passed must establish “excusable neglect.”
* A Motion to enlarge the time must state specific facts establishing excusable neglect or otherwise justifying relief or the court may deny the motion without a hearing. The motion must be served on the party that filed the Evidence of Default with notice that objections are due within 7 days and that the failure to object may result in the court granting the motion. See Local Form 9006-B (Notice of Motion and Motion to Modify the Court’s Doomsday Order to Enlarge the Time to Comply After Deadline Expiration) and Local Form 9006-O (Proposed Order Modifying the Court’s Doomsday Order to Enlarge the Time to Comply).

An opposing party also may file a motion to amend the Doomsday Order if, for example, the debtor needs to modify a requirement other than the timing of the compliance with the Doomsday Order (for example, changes in the debtor’s situation may make filing an amended plan unnecessary). See Local Form 9003 (Notice of Motion and Motion to Amend Doomsday Order) and Local Form 9003-O (Proposed Order Amending Doomsday Order).

***Effect of Withdrawal of Evidence of Default***

* A party’s withdrawal of Evidence of Default does not imply that the Evidence of Default was untrue or lacked a basis in fact, nor will the court consider sanctions against the withdrawing party based solely on the withdrawal.

***Resolution of Challenges to Doomsday Orders***

* The court may hold a hearing on a Motion to Strike, a Motion to Enlarge the Time, or a Motion to Amend, whether or not there is a timely objection. ***Unless otherwise directed by the court, the hearing will be conducted as an in-person evidentiary hearing***.
* A party filing a Motion to Strike, a Motion to Enlarge the Time, or a Motion to Amend must submit a proposed order promptly if no objection is filed or the court resolves the motion in the movant’s favor. See Local Forms 9002-O, 9003-O, 9006-O and 9008-O.