



Order Filed on April 1, 2026  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>
Caption in Compliance with D.N.J. LBR 9004-1(b)
In re:  MULTI-COLOR CORPORATION, <i>et al.</i> ,  Debtors. <sup>1</sup>

Chapter 11  
Case No. 26-10910 (MBK)  
(Jointly Administered)

**ORDER**  
**(I) AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF PWC US TAX LLP AS TAX  
SERVICES PROVIDER TO THE DEBTORS AND  
DEBTORS IN POSSESSION EFFECTIVE AS OF THE  
PETITION DATE AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED.**

**DATED: April 1, 2026**

  
\_\_\_\_\_  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

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<sup>1</sup> The last four digits of Debtor Multi-Color Corporation’s tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.



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**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Steven N. Serajeddini, P.C. (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
steven.serajeddini@kirkland.com

-and-

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Rachael M. Bentley (admitted *pro hac vice*)  
Lindsey J. Blumenthal (admitted *pro hac vice*)  
Peter A. Candel (admitted *pro hac vice*)  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
rachael.bentley@kirkland.com  
lindsey.blumenthal@kirkland.com  
peter.candel@kirkland.com

**COLE SCHOTZ P.C.**  
Michael D. Sirota, Esq.  
Warren A. Usatine, Esq.  
Felice R. Yudkin, Esq.  
Court Plaza North, 25 Main Street  
Hackensack, New Jersey 07601  
Telephone: (201) 489-3000  
msirota@coleschotz.com  
wusatine@coleschotz.com  
fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

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Caption of Order: Order (I) Authorizing the Retention and Employment of PwC US Tax LLP as Tax Services Provider to the Debtors and Debtors in Possession Effective as of the Petition Date and (II) Granting Related Relief

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Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of PwC US Tax LLP as Tax Services Provider to the Debtors and Debtors in Possession Effective as of the Petition Date and (II) Granting Related Relief* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) authorizing the Debtors to employ and retain PwC US Tax LLP ("PwC US Tax") as tax services provider to the Debtors, effective as of the Petition Date; and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before the

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Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** as set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rule 2014-1 and 2016-1, to employ and retain PwC US Tax as tax services provider to the Debtors, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letters, as limited and modified by this Order.
3. The terms and conditions of PwC US Tax's employment as provided in the Engagement Letters, including, all annexes and exhibits thereto are hereby approved, as modified by this Order. Further, the Fee and Expense Structure is approved, and PwC US Tax shall be compensated and reimbursed subject to sections 330 and 331 of the Bankruptcy Code in accordance with the terms of the Engagement Letters, subject to Court approval and as modified by this Order.
4. PwC US Tax shall file any fee applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, any applicable provisions of the Bankruptcy Rules, the Local Rules as may then be applicable including Local Rule 2016-1(e), and any other case-specific fee protocols established by the Court.
5. PwC US Tax shall include in its fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) as an exhibit to each

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fee application that PwC US Tax files in these chapter 11 cases, a summary, by project-category of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half hour (0.5) increments for fixed fee engagements and tenth of an hour (0.1) increments for hourly engagements, describing the services rendered by each professional and the amount of time spent on each date.

6. Solely as to any fixed fee compensation requests: (a) PwC US Tax shall be excused from keeping time records in tenth of an hour (0.1) increments and instead shall keep records in half-hour (0.5) increments; and (b) any objections related to any fixed fee compensation shall be subject only to the standard of review set forth in section 328 of the Bankruptcy Code and shall not be subject to the standard of review in section 330 of the Bankruptcy Code or any other standard of review. All hourly engagements shall be subject to the standard of review under section 330 of the Bankruptcy Code.

7. Notwithstanding any provisions to the contrary in this Order, the U.S. Trustee and the Court shall retain the right and be entitled to object to PwC US Tax's fees and expenses for both fixed fee engagements and hourly engagements based on the reasonableness standard provided for in section 330 of the Bankruptcy Code and the Court retains jurisdiction to consider such objection or response by the U.S. Trustee to PwC US Tax's fees and expenses for both fixed fee engagements and hourly engagements pursuant to section 330 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PwC

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US Tax's compensation, fees, and expenses. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of PwC US Tax's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PwC US Tax's fees, compensation, and reimbursement requests.

8. If the Debtors request and PwC US Tax agrees to provide additional services, PwC US Tax and the Debtors may enter into statements of work or amendments with respect to the Engagement Letters or additional agreements. Any additional agreements, statements of work, or amendments will be filed with the Court and served on the U.S. Trustee, any statutory committee that may be appointed in this case, and any other applicable notice parties, and, absent any objections filed within fourteen (14) days after the filing and service of such supplemental declaration, PwC US Tax's employment and retention, including as to the additional agreements, statements of work, amendments, and/or services, shall continue as authorized pursuant to this Order.

9. Prior to any increases in the disclosed hourly rates for any PwC US Tax professional providing services in these cases, PwC US Tax shall file a supplemental declaration with this Court, providing ten (10) business days' notice to the Debtors, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases. All parties-in-interest retain all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided

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for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. The Indemnification Provisions set forth in the Engagement Letters are approved, subject during the pendency of these cases to the following conditions:

- a. Neither PwC US Tax nor its partners, principals, members, and employees of PwC US Tax (the “PwC US Tax Parties”) shall be entitled to indemnification, contribution, or reimbursement set forth in the Engagement Letters, unless such indemnification, contribution, or reimbursement is approved by this Court;
- b. Notwithstanding subparagraph (a) above or any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify the PwC US Tax Parties, or provide contribution or reimbursement to the PwC US Tax Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from PwC US Tax Parties’ gross negligence, actual fraud, willful misconduct, bad faith, or self-dealing to which the Debtors have not consented; (ii) for a contractual dispute in which the Debtors allege the breach of PwC US Tax’s obligations under the Engagement Letters (including the indemnification agreement) unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled without the Debtors’ consent, prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing to be a claim or expense for which PwC US Tax Parties are not entitled to receive indemnity, contribution, or reimbursement under the terms of the Engagement Letters as modified by this Order; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing these chapter 11 cases, the PwC US Tax Parties believe that they are entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution, and/or reimbursement obligations under the Engagement Letters as modified by this Order, including without limitation the advancement of defense costs, the PwC US Tax Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to PwC US Tax Parties before the entry of an order by this Court approving the payment. This

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subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by PwC US Tax Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to PwC US Tax Parties. All parties in interest shall retain the right to object to any demand by PwC US Tax Parties for indemnification, contribution, or reimbursement.

11. Any limitation of liability provisions set forth in the Engagement Letters, or otherwise, is eliminated for the duration of these chapter 11 cases.

12. PwC US Tax shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of PwC US Tax's fee applications in these chapter 11 cases.

13. PwC US Tax shall only bill 50% for non-working travel and provide any and all fee applications in "EXCEL" format to the U.S. Trustee.

14. In the event that, during the pendency of these cases, PwC US Tax seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be billed in one-tenth (0.1) hour increments and shall be included in PwC US Tax's fee applications and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, PwC US Tax shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under

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applicable law. All rights are reserved to permit objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of PwC US Tax's independent counsel.

15. Notwithstanding anything in the Application, the Keller Declaration, and/or the Engagement Letter to the contrary: (a) PwC US Tax shall, to the extent that PwC US Tax uses the services of independent contractors or subcontractors who are not subsidiaries of or otherwise affiliated with PwC US Tax (collectively, the "Contractors") in these cases, (i) pass through the cost of such Contractors to the Debtors at the same rate that PwC US Tax pays the Contractors, (ii) seek reimbursement for actual costs only, (iii) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014; (iv) file such disclosures required by Bankruptcy Rule 2014 with the Court; and (v) attach any such Contractor invoices to its fee applications filed in these cases.

16. Notwithstanding anything in the Application, the Keller Declaration, and/or the Engagement Letters to the contrary, payment of invoices shall only be made to PwC US Tax after entry of an order of the Court approving compensation to PwC US Tax or pursuant to any order establishing procedures for interim compensation and reimbursement of expenses for professionals entered by this Court.

17. Notwithstanding anything in the Application or the Engagement Letters to the contrary, termination of PwC US Tax retention shall only commence upon entry of an order by this Court terminating PwC US Tax's retention.

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18. To the extent that this Order is inconsistent with the Application, the Engagement Letters, or the Keller Declaration, the provisions of this Order shall govern.

19. PwC US Tax will use its best efforts to avoid any unnecessary duplication of services provided by any of the Debtors' other professionals in these chapter 11 cases.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

21. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order shall be effective and enforceable immediately upon entry hereof.

22. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

23. Notwithstanding any provision to the contrary in the Application, the Engagement Letters, or the Keller Declaration, the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order. For the avoidance of doubt, during the pendency of these chapter 11 cases, any provision of the Engagement Letters that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.