



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

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
In re:	Chapter 11
MULTI-COLOR CORPORATION, <i>et al.</i> ,	Case No. 26-10910 (MBK)
Debtors. ¹	(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

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

¹ 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.



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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Debtors: MULTI-COLOR CORPORATION, *et al.*
Case No. 26-10910 (MBK)
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

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.

In re:
Multi-Color Corporation
Debtor

Case No. 26-10910-MBK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-3
Date Rcvd: Apr 01, 2026

User: admin
Form ID: pdf903

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Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 03, 2026:

Recip ID	Recipient Name and Address
db	+ Multi-Color Corporation, 3284 Northside Parkway NW, Suite 400, Atlanta, GA 30327-2286

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 03, 2026

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 1, 2026 at the address(es) listed below:

Name	Email Address
Alan J. Brody	on behalf of Defendant Barclays Bank PLC brody@gtlaw.com alan-brody-2138@ecf.pacerpro.com
Alan J. Brody	on behalf of Creditor Barclays Bank PLC as Administrative and Collateral Agent for the Prepetition ABL Facility and Cash Flow Revolving Facility brody@gtlaw.com, alan-brody-2138@ecf.pacerpro.com
Alyson M. Fiedler	on behalf of Creditor Transcendia Inc. alyson.fiedler@icemiller.com, john.acquaviva@icemiller.com,alexandria.lundberg@icemiller.com
Amar Anand Agrawal	on behalf of Creditor Canon Financial Services Inc. aagrawal@egalawfirm.com, alapinski@egalawfirm.com,jwingfield@egalawfirm.com
Bradford J. Sandler	on behalf of Creditor Committee Official Committee Of Unsecured Creditors bsandler@pszjlaw.com mseidl@pszjlaw.com;abates@pszjlaw.com

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Bradford J. Sandler

on behalf of Creditor Committee Official Committee of Unsecured Creditors bsandler@pszjlaw.com
mseidl@pszjlaw.com;abates@pszjlaw.com

Brendan Carroll

on behalf of Creditor Avery Dennison Corporation bcarroll@tm-firm.com

Bruce J. Wisotsky

on behalf of Creditor Wausau Coated Products Inc. bwisotsky@nmmlaw.com, mcamacho@nmmlaw.com

Candace Madeira Arthur

on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt candace.arthur@lw.com, candace-arthur-3140@ecf.pacerpro.com;christopher.tarrant@lw.com

Christopher P. Mazza

on behalf of Interested Party Acquiom Agency Services LLC as DIP Term Loan Agent and DIP Notes Agent
cpmazza@pbnlaw.com, mpdermatis@pbnlaw.com;pnbalala@pbnlaw.com;rlhemming@pbnlaw.com;alkernell@pbnlaw.com

Colleen Restel

on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt crestel@lowenstein.com, elawler@lowenstein.com;cgauvin@lowenstein.com;KMOYNIHAN@LOWENSTEIN.COM;dclaussen@lowenstein.com

Danielle E. Rodriguez

on behalf of Creditor Pension Benefit Guaranty Corporation rodriguez.danielle1@pbgc.gov efile@pbgc.gov

Deanna Boll

on behalf of Creditor UMB Bank National Association, as Successor Indenture Trustee dboll@mwe.com,
dnorthrop@mcdermottlaw.com

Deirdre M. Richards

on behalf of Creditor Meridian Leasing Corporation dmr@elliottgreenleaf.com

Edward A. Corma

on behalf of Creditor Committee Official Committee of Unsecured Creditors ecorma@pszjlaw.com

Edward A. Corma

on behalf of Creditor Committee Official Committee Of Unsecured Creditors ecorma@pszjlaw.com

Eric S. Chafetz

on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt echafetz@lowenstein.com, elawler@lowenstein.com

Eric S. Chafetz

on behalf of Interested Party Arawak XI L.P. echafetz@lowenstein.com, elawler@lowenstein.com

Erica Weisgerber

on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt eweisgerber@debevoise.com, nskaluk@debevoise.com;mbmaass@debevoise.com

Felice R. Yudkin

on behalf of Debtor Multi-Color Corporation fyudkin@coleschotz.com fpisano@coleschotz.com

Genna L. Ghaul

on behalf of Creditor Cross-Holder Ad Hoc Group gghaul@jonesday.com Courtalert@jonesday.com

James N. Lawlor

on behalf of Plaintiff Third Point Master Fund LP jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff Owl Creek Asset Management L.P. jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff The Canyon Value Realization Master Fund L.P. jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff BTG Pactual Absolute Return Master Fund L.P. jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff River Canyon Fund Management LLC jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff Shenkman Opportunistic Credit Master Fund LP jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff Canyon Capital Advisors LLC jlawlor@wmd-law.com

James N. Lawlor

on behalf of Plaintiff River Canyon Total Return Bond Fund jlawlor@wmd-law.com

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James N. Lawlor
on behalf of Plaintiff BTG Pactual Asset Management US LLC jlawlor@wmd-law.com

James N. Lawlor
on behalf of Plaintiff Owl Creek Credit Opportunities Master Fund L.P. jlawlor@wmd-law.com

James N. Lawlor
on behalf of Plaintiff Third Point LLC jlawlor@wmd-law.com

James N. Lawlor
on behalf of Creditor Cross-Holder Ad Hoc Group jlawlor@wmd-law.com

James S. Carr
on behalf of Interested Party Wilmington Trust National Association in its capacity as Indenture Trustee
KDWBankruptcyDepartment@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Jeffrey M. Sponder
on behalf of U.S. Trustee U.S. Trustee jeffrey.m.sponder@usdoj.gov jeffrey.m.sponder@usdoj.gov

Jennifer Del Medico
on behalf of Creditor Cross-Holder Ad Hoc Group jdelmedico@jonesday.com

John C. Kilgannon
on behalf of Creditor ACTEGA North America LLC john.kilgannon@stevenslee.com, constantine.pourakis@stevenslee.com

John f Kostelnik
on behalf of Creditor Avery Dennison Corporation jkostelnik@frantzward.com docket@frantzward.com

Jonathan I. Rabinowitz
on behalf of Interested Party SB LABEL (TN) LLC jrabinowitz@rtlawfirm.com
rgaydos@rtlawfirm.com;nmarotta@rtlawfirm.com

Jonathan I. Rabinowitz
on behalf of Interested Party SP LABEL (TN) LLC jrabinowitz@rtlawfirm.com
rgaydos@rtlawfirm.com;nmarotta@rtlawfirm.com

Joseph H. Lemkin
on behalf of Creditor Marquette13 LLC jlemkin@stark-stark.com

Kevin M. Capuzzi
on behalf of Creditor Uber Freight US LLC kcapuzzi@beneschlaw.com docket2@beneschlaw.com;lmolinaro@beneschlaw.com

Kyriaki Christodoulou
on behalf of Creditor PECO Energy Company kchristodoulou@cullenllp.com

Kyriaki Christodoulou
on behalf of Creditor Commonwealth Edison Company kchristodoulou@cullenllp.com

Kyriaki Christodoulou
on behalf of Creditor Southern California Edison Company kchristodoulou@cullenllp.com

Kyriaki Christodoulou
on behalf of Creditor Metropolitan Edison Company kchristodoulou@cullenllp.com

Kyriaki Christodoulou
on behalf of Creditor Virginia Electric and Power Company d/b/a Dominion Energy Virginia kchristodoulou@cullenllp.com

Kyriaki Christodoulou
on behalf of Creditor Pennsylvania Electric Company kchristodoulou@cullenllp.com

Melissa A. Pena
on behalf of Creditor Wausau Coated Products Inc. mapena@norris-law.com, pfreda@nmmlaw.com

Michael D. Sirota
on behalf of Debtor Multi-Color Corporation msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota
on behalf of Debtor MCC Christchurch Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota
on behalf of Debtor Multi-Color Daventry England Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota
on behalf of Debtor W/S Packaging Group LLC msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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Michael D. Sirota

on behalf of Debtor Multi-Color Cwmbbran UK Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Exportaciones IM -Promocion S.A. de C.V. msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color UK Holdings 2 Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Spear Group Holdings Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Montreal Canada Corporation msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Label Corporation-Mexico S.A. de C.V. msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color (QLD) Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Hally Labels Pty Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Labels Castlebar Ireland Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Collotype International Holdings Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC-Norwood LLC msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Labels Australia Holdings Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Adelaide Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Australia Holdings Pty. Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Australia Acquisition Pty. Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Verstraete In Mold Labels USA Inc. msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC France Ouest SAS msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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Michael D. Sirota

on behalf of Debtor MCC Poznan Sp. z o.o. msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Griffith Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Hally Group Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Grafo Regia S. de R.L. de C.V. msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Melbourne Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Heiligenstadt Germany GmbH msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Canada Inc. msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor LABL Inc. msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color (New Zealand) Holdings Pty Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor LABL Intermediate Holding Corporation msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Label Sydney Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Labels Ireland Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor LABL Holding Corporation msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Verstraete Australia Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Auckland Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Albany Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

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Form ID: pdf903

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on behalf of Debtor MCC Labels Australia Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Cunamara Investments Pty Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Perth Pty Ltd msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Nantes France SAS msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Hann. Muenden Germany GmbH msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC France EST SAS msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Warsaw Poland Sp. z o.o. msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Smart Packaging Solutions LLC msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Manufacturing Inc. msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Bingen Germany GmbH msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Verstraete N.V. msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Hexagon Holdings Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor MCC Ablis France SAS msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color Clydebank Scotland Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Labels Buyer LLC msirota@coleschotz.com,
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor Multi-Color (New Zealand) Pty Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota

on behalf of Debtor LABL Acquisition Corporation msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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Michael D. Sirota
on behalf of Debtor MCC Cardiff Ltd. msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Michael D. Sirota
on behalf of Debtor Kiwi Labels Limited msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

Nicole Castiglione
on behalf of Creditor Excluded First Lien Lenders ncastiglione@rksllp.com docket@rksllp.com

Paul R. DeFilippo
on behalf of Plaintiff Owl Creek Asset Management L.P. pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff Shenkman Opportunistic Credit Master Fund LP pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff River Canyon Fund Management LLC pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Creditor Cross-Holder Ad Hoc Group pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff BTG Pactual Asset Management US LLC pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff River Canyon Total Return Bond Fund pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff The Canyon Value Realization Master Fund L.P. pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff Canyon Capital Advisors LLC pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff Owl Creek Credit Opportunities Master Fund L.P. pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff Third Point LLC pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff BTG Pactual Absolute Return Master Fund L.P. pdefilippo@wmd-law.com

Paul R. DeFilippo
on behalf of Plaintiff Third Point Master Fund LP pdefilippo@wmd-law.com

Philip J. Gross
on behalf of Interested Party Clayton Dubilier & Rice LLC on behalf of itself and its affiliates and/or related entities, including CD&R Labels Holdings, L.P., Arawak XI, L.P., Arawak XI-A, L.P., CD&R Investment Associates XI, Lt
pgross@lowenstein.com, bnathan@lowenstein.com

Raymond M. Patella
on behalf of Interested Party Bobst Firenze S.r.l. rpatella@lawjw.com

Sam Della Fera, Jr
on behalf of Creditor Secured Ad Hoc Group sdellafera@csglaw.com

Sam Della Fera, Jr
on behalf of Intervenor Secured Ad Hoc Group sdellafera@csglaw.com

Thomas Michael Walsh
on behalf of Creditor Secured Ad Hoc Group TWALSH@CSGLAW.COM

Thomas Michael Walsh
on behalf of Intervenor Secured Ad Hoc Group TWALSH@CSGLAW.COM

U.S. Trustee
USTPRegion03.NE.ECF@usdoj.gov

Warren J. Martin, Jr.
on behalf of Interested Party Acquiom Agency Services LLC as DIP Term Loan Agent and DIP Notes Agent
wjmartin@pbnlaw.com, mpdermatis@pbnlaw.com;pnbalala@pbnlaw.com;raparisi@pbnlaw.com;jmoconnor@pbnlaw.com

TOTAL: 126