Docket #0842 Date Filed: 05/22/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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In re: MULTI-COLOR CORPORATION, *et al.*, Debtors.	Chapter 11 Case No. 26-10910 (MBK) (Jointly Administered)

REQUEST OF CONSTELLATION NEWENERGY – GAS DIVISION, LLC FOR PAYMENT OF CURE CLAIMS THAT DIFFER FROM AMOUNTS PAID OR PROPOSED TO BE PAID BY THE DEBTORS OR REORGANIZED DEBTORS

Constellation NewEnergy – Gas Division, LLC ("CNEG") hereby requests payment of Cure Claims that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors, and sets forth the following:

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Procedural Facts

1. On January 29, 2026 (the "Petition Date"), the Debtors commenced their cases under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") now pending with this Court.

2. The Debtors' Chapter 11 bankruptcy cases are being jointly administered.

The Plan

3. On April 16, 2026, the Bankruptcy Court entered an order [Docket No. 777] (the "Confirmation Order") confirming the *Amended Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 754] (the "Plan").

4. Section V.A. of the Plan provides:

> Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease was (a) previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or terminated pursuant to its own terms; or (c) is the subject of a motion to reject such executory contract or unexpired lease that is pending on the Effective Date.

5. CNEG is unaware of any assumption or rejection motion having been filed with respect to the Agreements (defined below) and has not been able to locate such an assumption or rejection motion on the docket in these bankruptcy proceedings. Further, neither of the Agreements is listed on any assumption or rejection schedule filed in connection with the Plan and the Plan Supplement. Accordingly, no cure amount for the Agreements has been proposed by the Debtors.

6. The Effective Date of the Plan occurred on May 11, 2026.

7. The *Notice of Occurrence of the Effective Date of the Amended Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 836] provides that all requests for payment of Cure Claims that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty to an Executory Contract or Unexpired Lease must be filed with the Bankruptcy Court on or before twenty (20) days after the Effective Date.

Facts Regarding CNEG

8. CNEG provides natural gas and related services to Debtors pursuant to the terms of the following contracts (together, the "Agreements") that set forth the terms and conditions concerning CNEG's provision of natural gas and related services to the Debtors:

A. a Master Retail Natural Gas Supply Agreement, dated March 22, 2017, by and between Multi-Color Corporation and CNEG and related Transaction Confirmations (the "Multi-Color Agreement");

B. a Master Retail Natural Gas Supply Agreement, dated August 12, 2014, by and between N C L Graphic Specialties and CNEG and related Transaction Confirmation dated July 25, 2024 (the "N C L Graphic Agreement").

9. Both prior to and since the Petition Date, CNEG has provided the Debtors with natural gas and related services pursuant to the terms of the Agreements.

10. The pre-petition debt owed by the Debtors to CNEG under the Agreements that has not yet been paid is in the following amounts (collectively, the "Prepetition Balance"):

A. Multi-Color Agreement - $17,097.06:

(i) $7,647.23 – Acct ending in 8872;

(ii) $4,508.30 – Acct ending in 9493;

(iii) $2,758.69 – Acct ending in 0138;

(iv) $2,182.84 – Acct ending in 5536;

B. N C L Graphic Agreement - $4,293.32 (Acct ending in 1520).

Charts showing the calculation of the Prepetition Balance have been provided to Debtors' counsel.

11. Only one post-petition payment has been made under the N C L Graphic Agreement and only one post-petition payment has been made under the Multi-Color Agreement. The post-petition debt owed by the Debtors to CNEG under the Agreements is in the following amounts (collectively, the "Post-Petition Balance"):

A. Multi-Color Agreement - $24,343.35

(i) $8,366.52 – Acct ending in 8552;

(ii) $1,241.52 – Acct ending in 8588;

(iii) $638.70 – Acct ending in 8590;

(iv) $14,097.24 – Acct ending in 8598;

B. N C L Graphic Agreement - $4,519.06 (Acct ending in 8554.

The applicable invoices were issued to the Debtors in the ordinary course, and copies of the invoices have been provided to Debtors' counsel.

12. CNEG timely filed (i) claim number 262 in the amount of $43,913.05 for prepetition amounts owing under the Multi-Color Agreement, and (ii) claim number 263 in the amount of $15,993.43 for prepetition amounts owing under the N C L Graphic Agreement in these bankruptcy proceedings (together, the "Claims"). Attached to each Claim was a copy of the applicable Agreement and a summary of the amounts owing thereunder.

Discussion

13. Section 365(b)(1)(A) and (B) of the Bankruptcy Code provides, in pertinent part, as follows:

> If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—
>
> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default. . .
>
> (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default;

14. The Claims filed in these bankruptcy proceedings, as described above, were timely filed and adequately supported by proper documentation, and thus constitute *prima facie* evidence that the filed claim amounts are validly due and owing to CNEG under the Agreements. Fed. R. Bankr. P. 3001 ("A proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim.").

15. Accordingly, if the Debtors want to assume and assign the Agreements, the Debtors must first pay to CNEG, the applicable Prepetition Balance and Post-Petition Balance owing thereunder, as set forth above, as a condition to such assumption/assignment.

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WHEREFORE, for all of the foregoing reasons, this Court should enter an order: (1) requiring, as a condition to the Debtors' assumption and/or assignment of the Agreements that the Debtors pay to CNEG the Prepetition Balance and Postpetition Balance; and (2) granting such other and further relief that the Court deems just and appropriate.

Dated: May 22, 2026

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2026, I caused a true and correct copy of the *Request of Constellation NewEnergy – Gas Division, LLC for Payment of Cure Claims That Differ From Amounts Paid or To Be Paid by the Debtors or Reorganized Debtors* to be served via the Court's ECF System upon persons receiving notice thereby and by electronic mail (email) upon the following:

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