
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

June 26, 2008
(Date of Report/Date of earliest event reported)

SOLO CUP COMPANY

(Exact name of registrant as specified in its charter)

Commission file number 333-116843

Delaware
(State or other jurisdiction of
incorporation or organization)

47-0938234
(I.R.S. Employer
Identification No.)

1700 Old Deerfield Road, Highland Park, Illinois
(Address of principal executive offices)

60035
(Zip Code)

Registrant's telephone number, including area code: 847/831-4800

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On June 26, 2008, the Registrant, Solo Cup Investment Corporation (“SCIC”), Vestar Capital Partners IV, L.P. (“VCP”), Vestar Cup Investment, LLC (“Vestar Investment”), Vestar Cup Investment II, LLC (“Vestar Investment II”), SCC Holding Company LLC (“SCC”) and the parties identified on the signature pages as Management Investors entered into a First Amendment to Stockholders’ Agreement (the “First Amendment”) which amended certain terms of the Stockholders’ Agreement dated February 24, 2004 (“Original Agreement”), and filed with the Securities and Exchange Commission (“SEC”) as Exhibit 10.18 to the Registrant’s Registration Statement on Form S-4 on June 24, 2004 (Original Agreement and First Amendment collectively, the “Shareholders’ Agreement”).

The First Amendment, which is filed herewith as Exhibit 10.32 and is incorporated herein by reference, provides that an Outside Director (as defined in the First Amendment) may receive a director fee for serving on the Board of Directors of the Registrant or its subsidiaries provided that such fees may not exceed \$100,000 annually in the aggregate. An Outsider Director is a director designated by VCP pursuant to the Shareholders’ Agreement that is not an employee, manager, partner, director or officer of VCP, Vestar Investment or Vestar Investment II.

VCP currently holds 99.6% of the outstanding convertible participating preferred stock (“CPPS”) of SCIC, which in turn owns all of the outstanding common stock of the Registrant. The CPPS is currently convertible at any time, at the option of the holders, into 32.7% of the common stock of SCIC and is entitled to vote on all matters to be voted upon by holders of common stock, voting together with the holders of common stock as a single class. VCP acquired its interest in SCIC on February 27, 2004 for consideration of \$240.0 million in cash. In connection with its investment in SCIC, VCP entered into a preferred stock purchase agreement with SCIC, the Shareholders’ Agreement, a registration rights agreement with SCIC and SCC and other stockholders of SCIC, and a management agreement with SCIC and the Company, each as more fully described in the Registrant’s Registration Statement on Form S-4 filed with the SEC on June 25, 2004 and incorporated herein by reference. The Shareholders’ Agreement and the Certificate of Designations, adopted by SCIC’s board of directors on February 27, 2004 governing SCIC’s CPPS (the “Certificate of Designations”), which was filed with the SEC as Exhibit 4.6 to the Registrant’s Registration Statement on Form S-4 on June 25, 2004 contain terms governing, among other things, the election of directors to the board of each of the Registrant and SCIC as more fully described in such Registration Statement and incorporated herein by reference. In addition, a Transition Agreement among VCP, Vestar Investment, Vestar Investment II, SCC, SCIC and the Registrant dated December 14, 2006 contains terms governing the transition of the control of the board of each of the Registrant and SCIC as more fully described in the Registrant’s Form 8-K filed with the SEC on December 15, 2006 as Exhibit 10.1 to the Registrant’s Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

The following exhibit is filed herewith:

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.32	First Amendment to Stockholders' Agreement, dated June 26, 2008, between Vestar Capital Partners IV, L.P., Vestar Cup Investment, LLC, Vestar Cup Investment II, LLC, SCC Holding Company LLC, Solo Cup Company, Solo Cup Investment Corporation and the parties identified on the signature pages thereto as Management Investors.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SOLO CUP COMPANY

By: /s/ Robert M. Korzenski
Robert M. Korzenski
Chief Executive Officer and President

Date: July 2, 2008

FIRST AMENDMENT TO
STOCKHOLDERS' AGREEMENT

THIS FIRST AMENDMENT TO STOCKHOLDERS' AGREEMENT (the "First Amendment") is made as of the 26th day of June, 2008 among Vestar Capital Partners IV, L.P. ("VCP"), Vestar Cup Investment, LLC ("Vestar Investment"), Vestar Cup Investment II, LLC ("Vestar Investment II"), SCC Holding Company LLC ("Holdings LLC"), Solo Cup Company ("New Solo"), Solo Cup Investment Corporation (the "Company") and the parties identified on the signature pages hereto as Management Investors (the "Management Investors") (VCP, Vestar Investment, Vestar Investment II, Holdings LLC, New Solo, the Company and the Management Investors, collectively, the "Parties").

RECITALS

A. The Parties are each a party to that certain Stockholders' Agreement dated as of February 27, 2004 (the "Original Agreement"). Capitalized terms not otherwise defined in this First Amendment shall have that meaning specified in the Original Agreement.

B. The Parties have agreed to amend the Original Agreement as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The foregoing recitals stated above are incorporated herein by reference.

2. Section 1.2 of the Original Agreement is hereby amended to add a new definition "Outside Director" to appear after the defined term "Other Capital Stock Equivalents" and before the defined term "Participating Dividend" as follows:

"OUTSIDE DIRECTOR" shall mean a VCP Director that is not an employee, manager, partner, trustee, member, director or officer of VCP, Vestar Investment or Vestar Investment II.

3. Section 2.5(d) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

(d) FEES. Fees may be paid to any Outside Director(s) serving on the Board, the New Solo Board or the board of directors of any Subsidiary provided that such fees may not exceed an aggregate annual amount of \$100,000 and further provided that this provision shall not prohibit reimbursement of reasonable out-of-pocket expenses incurred by any Director in connection with attendance at each meeting of the Board and the New Solo Board

3. This Amendment is binding upon and inures the benefit of the heirs, successors and assigns of the Parties hereto, as applicable, and shall become effective on the date set forth above.

4. Each of the Parties represents and warrants that the individual signing this Amendment on its behalf has the requisite authority to bind such party.

5. This Amendment may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Amendment, and all such counterparts together shall constitute one and the same Amendment.

6. Except as provided herein, in all other respects said Original Agreement shall remain in full force and effect.

[Signature page follows]

Signature Page to Amendment

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed on its behalf as of the date first written above.

SOLO CUP INVESTMENT CORPORATION

By: /s/ Robert M. Korzenski
Name: Robert M. Korzenski
Title: Chief Executive Officer and President

SCC HOLDING COMPANY LLC

By: /s/ Robert L. Hulseman
Name: Robert L. Hulseman
Title: Chairman and Chief Executive Officer

SOLO CUP COMPANY

By: /s/ Robert M. Korzenski
Name: Robert M. Korzenski
Title: Chief Executive Officer and President

VESTAR CAPITAL PARTNERS IV, L.P.

By: Vestar Associates IV, L.P., its general partner
By: Vestar Associates Corporation IV, its general partner

By: /s/ Daniel S. O'Connell
Name: Daniel S. O'Connell
Title: Chief Executive Officer

Signature Page to Amendment

VESTAR CUP INVESTMENT, LLC

By: Vestar Capital Partners IV, L.P., its managing member

By: Vestar Associates IV, L.P., its general partner

By: Vestar Associates Corporation IV, its general partner

By: /s/ Daniel S. O'Connell

Name: Daniel S. O'Connell

Title: Chief Executive Officer

VESTAR CUP INVESTMENT II, LLC

By: Vestar Capital Partners IV, L.P., its managing member

By: Vestar Associates IV, L.P., its general partner

By: Vestar Associates Corporation IV, its general partner

By: /s/ Daniel S. O'Connell

Name: Daniel S. O'Connell

Title: Chief Executive Officer

MANAGEMENT INVESTORS:

/s/ Robert M. Korzenski

Robert M. Korzenski

/s/ Thomas A. Pasqualini

Thomas A. Pasqualini

/s/ Jan Stern Reed

Jan Stern Reed