
**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

October 15, 2007
(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 2.01 Completion of Acquisition or Disposition of Assets.

On October 15, 2007, the registrant, Solo Cup Company (the “Company”), SF Holdings Group, Inc. (“SF Holdings”) and Solo Cup Operating Corporation completed the sale of its Hoffmaster business to a newly formed subsidiary of Kohlberg & Company, KHOF Acquisitions, Inc. (the “Buyer”). The Buyer acquired substantially all of the assets and liabilities of the Company’s Hoffmaster business for a purchase price of \$170 million pursuant to an Asset Purchase Agreement dated September 7, 2007, previously disclosed on the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 12, 2007 [SEC File No. 333-116843]. The purchase price is subject to a standard working capital adjustment to be completed post closing to reflect an average level of working capital in the business. The assets included Hoffmaster’s product portfolio of disposable tableware and special occasions consumer products, associated manufacturing equipment, two manufacturing facilities located in Oshkosh and Appleton, Wisconsin, assumption of a leased distribution center located in Indianapolis, Indiana, and 100% of the shares of CEGI (Hong Kong) Limited, a Hong Kong entity, that is a subsidiary of SF Holdings.

The Company and Buyer entered into transition service agreements whereby each party agreed to supply the other with certain ongoing services for a period not to exceed 12 months. The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by the Purchase Agreement filed as Exhibit 10.37 to Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 12, 2007 [SEC File No. 333-116843] and is incorporated herein by reference.

A copy of the press release has been included as Exhibit 99.1

Item 5.02(e) Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the sale of the Company’s Hoffmaster business described above in Item 2.01, Robert M. Korzenski, the Company’s Chief Executive Officer and President, was awarded a transaction bonus in the amount of \$375,000. A copy of the agreement pursuant to which the bonus was awarded is attached hereto at Exhibit 10.39 and is incorporated herein by reference.

Item 8.01 Other Events.

On October 16, 2007, the Company issued a press release announcing completion of the sale of certain assets, including the Company’s Hoffmaster business, its white paper plate business in El Cajon, California and also the closure of two facilities. A copy of the press release is filed herewith as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are filed herewith:

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.39	Agreement between Solo Cup Company and Robert M. Korzenski dated February 20, 2007.*
99.1	Press Release dated October 16, 2007

* Indicates a management contract or compensatory plan or arrangement.

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: October 17, 2007

Exhibit Index

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* Indicates a management contract or compensatory plan or arrangement.



Via FedEx

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February 20, 2007

Robert Korzenski
4521 Sand Pit Road
Oshkosh, WI 54904

Dear Bob:

As you are aware, Solo Cup Company and one or more of its subsidiaries ("*the Company*"), may become involved in a Sale (as defined in Section 7 below) of its Hoffmaster business, including its Creative Expressions Group ("*Hoffmaster*"). Your contributions have been important to the success of Hoffmaster, and your active involvement in the marketing and sales effort leading up to a Sale, particularly in the area of communication with potential purchasers, is important to the Company. Therefore, on behalf of the Board of Directors of the Company, I am pleased to offer you this agreement (the "*Agreement*"), which will provide a financial incentive for you to remain with the Company through the date of Sale and to assist the Sale team as deemed warranted. The benefit provided to you by this Agreement, which is contingent upon the conditions set forth below, will be a lump sum payment of an amount between 33% and 66% of your current annual base salary, subject to Section 5 below, and will be determined by the Compensation Committee of the Company's board of directors in its sole discretion.

The terms of this Agreement are as follows:

1. Success Bonus. You are eligible for a success bonus payment in the amount specified above (the "*Success Bonus Payment*"), subject to the terms and conditions of this Agreement. In the event that a Sale of Hoffmaster occurs during your employment with the Company (subject to Section 9 below), the Success Bonus Payment will be paid to you in cash on the closing date of a Sale ("*Closing Date*"). If you violate any of the terms and conditions of this Agreement, including without limitation any of the covenants set forth in Section 2 below, you will forfeit your eligibility for the Success Bonus Payment.

2. Covenants. In consideration for the payment and agreements described in this Agreement, you agree, in addition to (and not in lieu of) any pre-existing covenants and obligations to the Company (whose terms shall not be affected by this Agreement), as follows:

(a) Confidentiality. You will not disclose to any party any (i) information concerning the existence of or terms contained in this Agreement, except to your spouse and

your financial or legal adviser, provided that you take all reasonable measures to assure that he or she does not disclose the terms of this Agreement to any third party except as otherwise required by law; or (ii) information related to the Sale transaction including price, parties, arrangements, schedules and all related information pertinent to the solicitation, presentation, and closure of a Sale of Hoffmaster, except information which is required to be provided to any governmental agency and which becomes public information.

(b) Cooperation. You will agree to the terms and conditions contained in this Agreement by signing and returning the enclosed copy to the Company. During the period beginning on the date that you sign and return this Agreement to the Company and ending on the Closing Date, you will: (i) support the Company in a successful Sale of Hoffmaster, including, if and as requested by the Company, assistance in information preparation and communication with potential buyers in compliance with the processes established for this purpose; (ii) complete your assigned job duties and business objectives in a professional and businesslike manner; and (iii) maintain a positive work environment and provide leadership for associates of the Company.

(c) Continued Employment. You will remain an employee in good standing with the Company up to and including the Closing Date. If your employment with the Company is terminated for any reason prior to the Closing Date, you will not receive any Success Bonus Payment.

3. Assignment. The Company may assign any or all of its rights and obligations under this Agreement to any successor. You hereby consent to any such assignment and assumption. You may not assign your rights and obligations under this Agreement.

4. Binding Effect. This Agreement and all your rights hereunder shall inure to the benefit of and be enforceable by you and your personal and legal representatives, executors, administrators, successors and heirs. This Agreement and all of the Company's obligations hereunder shall be binding upon the Company and its successors and assigns.

5. Taxes. The Company may withhold from any amounts payable under this Agreement all taxes that the Company reasonably determines to be required pursuant to any law, regulation, or ruling. However, it is your obligation to pay all required taxes on any amounts provided under this Agreement, regardless of whether withholding is required.

6. Governing Law. The provisions of this Agreement will be construed and enforced in accordance with the laws of the State of Illinois, determined without regard to its choice of law rules.

7. Definition of Sale. For purposes of this Agreement, a "**Sale**" will be deemed to occur upon the sale by the Company of all or substantially all of the assets of Hoffmaster, to any person or group that is not an affiliate of the Company.

8. Survival. The provisions of Sections 2(a) and 6 of this Agreement shall survive the termination of your employment.

9. Termination. This Agreement shall be terminated by the Company at any time upon written notice to you. If not so terminated before that date, this Agreement shall expire and terminate if a Sale is not completed on or before December 31, 2007.

Please indicate your acceptance by signing below and returning it to me within seven (7) days from the date of this letter.

Very truly yours,

/s/ Jeffrey W. Long

Jeffrey W. Long
Chairman of the Compensation Committee
Solo Cup Company Board of Directors

I accept and agree to the terms described above.

/s/ Robert M. Korzenski

Date: March 28, 2007

**For Immediate Release****SOLO CUP REDUCES DEBT BY MORE THAN \$325 MILLION YEAR-TO-DATE**
Company Closes Transactions and Announces Plans to Consolidate Certain Operations

HIGHLAND PARK, Ill., October 16, 2007 – Solo Cup Company (the “Company”), a leading provider of disposable foodservice products, today announced several transactions that will both reduce debt and continue to improve the Company’s operating performance. First, the Company completed the previously announced sale of its Hoffmaster® business. In addition, Solo has sold its uncoated white paper plate business. After applying net proceeds from these and previous transactions to its term loan, the Company will have paid down more than \$325 million so far this year. Lastly, the Company announced plans to close two facilities, taking advantage of improvements in manufacturing efficiencies gained through its ongoing Performance Improvement Program.

Hoffmaster Sale Complete

A newly formed affiliate of Kohlberg & Company, LLC (“Kohlberg”) has acquired all of the assets of the Company’s Hoffmaster business for approximately \$170 million. The transaction includes Hoffmaster’s product portfolio of disposable tableware and special occasions consumer products and associated manufacturing equipment, as well as two manufacturing facilities located in Oshkosh and Appleton, Wis., a distribution center located in Indianapolis, Ind., and a sourcing subsidiary in Hong Kong.

Solo Exits Uncoated White Paper Plate Business

Solo also announced that it has sold its uncoated white paper plate business to AJM Packaging Corporation, a manufacturer of private label disposable paper foodservice products.

“We made a strategic decision to exit this commodity product line. We remain very committed to our private label business where we can add value for customers through our unique capabilities,” said Robert M. Korzenski, CEO, Solo Cup Company. “We will focus our attention and investment in our decorated and coated white paper plate business, which we believe represents a stronger growth opportunity for Solo.”

“The sale of both the Hoffmaster and uncoated white paper plate businesses illustrates that the Company is steadily executing its strategy to shed non-core assets in order to reduce debt and increase investment in businesses that truly differentiate Solo,” Korzenski continued. “Including the sale-leaseback transaction completed earlier this year, we have repaid more than \$325 million already in 2007 – a remarkable achievement given our financial position just one year ago.”

Leominster and Wheeling Facilities to be Closed

Solo also announced today that it intends to close manufacturing facilities in Leominster, Mass., and Wheeling, Ill., and shift production and employment to other manufacturing locations, including North Andover, Mass., and Chicago, Ill. The Leominster and Wheeling plants are expected to close by December 31, 2007, and February 28, 2008, respectively. The costs associated with these facility closings are expected to be recovered in less than two years.

“As a result of improved efficiencies across our asset base and the Company’s SKU rationalization initiative, we have been able to streamline our operations,” said Peter J. Mendola, Solo’s senior vice president of manufacturing. “These closures, which primarily affect our straw and cutlery product lines, will be managed to ensure no disruption to our customers. Further, given the close proximity of other Solo facilities, we expect a number of our employees to remain with us. Regardless, it is always difficult to implement a decision that will cause disruption for our people. They work hard for us and we are grateful for their service.”

Solo Cup Company is a \$2.5 billion company exclusively focused on the manufacture of disposable foodservice products for the consumer/retail, foodservice and international markets. Solo has broad expertise in paper, plastic and foam disposables and creates brand name products under the Solo and Sweetheart names. The Company was established in 1936 and has a global presence with facilities in Asia, Canada, Europe, Mexico, Panama and the United States. To learn more about the Company, visit www.solocup.com.

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This press release may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties, which could cause actual results to differ materially from the forward-looking statements. Such statements are based on management’s current reasonable and good faith expectations. A number of risks and uncertainties could cause results to differ from forward-looking statements. These risks and uncertainties include, among others, effectively implementing the integrated performance improvement program and other initiatives designed to reduce cost and improve operating efficiencies, the completion of the plant closures and efficiency gains described herein, the effect of general economic and competitive business conditions, increases in energy, raw material and other manufacturing costs, the impact of our significant debt on our financial health and operating flexibility, and fluctuations in demand for the Company’s products. For further details of these and other risks and uncertainties that may impact forward-looking statements and the Company’s business and financial results, see information set forth under the heading “Risk Factors” in our most recent Quarterly Report filing on Form 10-Q, our Annual Report on Form 10-K for the fiscal year ended December 31, 2006, and in our other filings made from time to time with the SEC. The Company does not undertake any obligation to update or revise any forward-looking statements as a result of new information, future events, changed assumptions or otherwise; and all forward-looking statements speak only as of the time when made.

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