
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported):

March 2, 2006

SCS Transportation, Inc.

(Exact name of registrant as specified in its charter)

Delaware

0-49983

48-1229851

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

4435 Main Street, Suite 930, Kansas City,
Missouri

64111

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

816-960-3664

Not Applicable

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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[Top of the Form](#)

Item 1.01 Entry into a Material Definitive Agreement.

On March 2, 2006, under the terms of a Settlement Agreement between the Company and Starboard Value and Opportunity Master Fund Ltd. and its affiliates, which is attached as Exhibit 10.1, the Company's Board of Directors by unanimous consent elected Jeffrey C. Ward as a Class I director of the Corporation for a term expiring at the 2006 annual meeting of stockholders. The Company issued a press release announcing Ward's election, which is attached as Exhibit 99.1.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On March 2, 2006, under the terms of a Settlement Agreement between the Company and Starboard Value and Opportunity Master Fund Ltd. and its affiliates, which is attached as Exhibit 10.1, the Company's Board of Directors by unanimous consent elected Jeffrey C. Ward as a Class I director of the Corporation for a term expiring at the 2006 annual meeting of stockholders. The Company issued a press release announcing Ward's election, which is attached as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

10.1 Settlement agreement dated March 2, 2006 among Starboard Value & Opportunity Master Fund Ltd. and its affiliates, Jeffrey C. Ward and SCS Transportation, Inc.

99.1 Press release of SCS Transportation, Inc. dated March 2, 2006

[Top of the Form](#)

SIGNATURES

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.

SCS Transportation, Inc.

March 2, 2006

By: *James J. Bellinghausen*

Name: James J. Bellinghausen

Title: Vice President of Finance and Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
1.10.1	Settlement agreement dated March 2, 2006 among Starboard Value & Opportunity Master Fund Ltd. and its affiliates, Jeffrey C. Ward and SCS Transportation, Inc.
2.99.1	Press release of SCS Transportation, Inc. dated March 2, 2006

Exhibit 10.1

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT, dated this 2nd day of March, 2006 (“Agreement”), among Starboard Value & Opportunity Master Fund Ltd. (“Starboard”); Parche, LLC; RCG Ambrose Master Fund, Ltd.; RCG Halifax Fund, Ltd.; Ramius Master Fund, Ltd.; Admiral Advisors, LLC; Ramius Advisors, LLC; Ramius Capital Group, LLC; C4S & Co., LLC; Peter A. Cohen; Morgan B. Stark; Jeffrey M. Solomon; Thomas W. Strauss; Jeffrey C. Smith; and Jeffrey C. Ward (the foregoing individuals and entities being collectively referred to herein as the “Starboard Group”), and SCS Transportation, Inc., a Delaware corporation (the “Company”).

WHEREAS, the Starboard Group (i) has publicly stated that it may solicit proxies for the election of its own opposition slate of nominees (the “Proxy Solicitation”) to the Company’s Board of Directors (the “Board”), and (ii) has taken certain actions in furtherance thereof; and

WHEREAS, the Company and the members of the Starboard Group have determined that the interests of the Company and its stockholders would be best served by avoiding the substantial expense, disruption and adverse publicity that would result from the Proxy Solicitation.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and, intending to be legally bound hereby, the parties hereby agree as follows:

1. New Director; 2006 Annual Meeting of Stockholders (the “2006 Annual Meeting”); Related Matters.

(a) In accordance with the Company’s bylaws, the Company shall no later than 2 days after the execution of this Agreement increase the size of the Board of Directors by one and fill the newly-created seat by appointing Jeffrey C. Ward to the Board. The Persons nominated by the Board to stand for election to the Board and who are included in the 2006 Proxy Statement, including Mr. Ward, are referred to herein as the “2006 Nominees.” The Company shall include Mr. Ward in the proxy statement as a nominee for election to the Company’s Board at the 2006 Annual Meeting, shall recommend his election and shall solicit proxies for Mr. Ward’s election in the same manner as all other 2006 Nominees.

(b) The members of the Starboard Group and their Affiliates and Associates (as such terms are defined in Section 11) shall vote, and shall cause their respective Affiliates and Associates to vote, all Voting Securities (as such term is defined in Section 11) which they are entitled to vote at the 2006 Annual Meeting (i) in favor of the election of each of the 2006 Nominees, and (ii) in accordance with the recommendation of the Board of Directors on any other items of business to come before such meeting as described in Section 1(e) below.

(c) In connection with the evaluation of potential strategic alternatives that has been undertaken by the Board of Directors, if the Board of Directors of the Company establishes a committee to evaluate potential strategic alternatives, such committee (i) shall consist of no more than four members, and (ii) shall include Mr. Ward.

(d) Starboard hereby withdraws its nominations of Mr. Ward and Mr. Jeffrey C. Smith for election to the Board of Directors of the Company at the 2006 Annual Meeting. The Starboard Group will promptly file an amendment to the Schedule 13D regarding the common stock of the Company filed with the SEC on January 12, 2006, as amended (the “Schedule 13D”), reporting the entry into this Agreement, amending applicable items to conform to its obligations hereunder and appending this Agreement and the Press Release (as hereinafter defined) as Exhibits thereto.

(e) The 2006 Annual Meeting shall be held on April 20, 2006 or within 30 days thereafter. The only items to be put to a stockholder vote at the 2006 Annual Meeting are (i) the election of three (3) directors and (ii) the ratification of the appointment of auditors.

2. Termination Date. This Agreement shall remain in full force and effect and shall be fully binding on the parties hereto in accordance with the provisions hereof until the close of the 2006 Annual Meeting, including any adjournment thereof (excluding any adjournment beyond May 20, 2006) (the “Termination Date”).

3. Standstill.

(a) Each member of the Starboard Group jointly and severally agrees that during the period commencing on the date hereof and ending on the Termination Date, without the prior written consent of the Board specifically expressed in a written resolution adopted by a majority vote of the entire Board, he, she or it will not, and will cause each of his, her or its Affiliates, Associates, officers, agents and other Persons acting on his, her or its behalf not to:

(i) engage, or in any way participate, directly or indirectly, in any “solicitation” (as such term is defined in Rule 14a-1(l) promulgated by the SEC under the Exchange Act) of proxies or consents (whether or not relating to the election or removal of directors), seek to advise, encourage or influence any Person with respect to the voting of any Voting Securities; initiate, propose or otherwise “solicit” (as such term is defined in Rule 14a-1(l) promulgated by the SEC under the Exchange Act) stockholders of the Company for the approval of stockholder proposals whether made pursuant to Rule 14a-8 or Rule 14a-4 under the Exchange Act or otherwise; induce or attempt to induce any other Person to initiate any such stockholder proposal; or otherwise communicate with the Company’s stockholders or others pursuant to Rule 14a-1(l)(2)(iv) under the Exchange Act;

(ii) form, join or in any way participate in any “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any Voting Securities, other than a “group” that includes all or some lesser number of the Persons identified as “Reporting Persons” in the Schedule 13D, but does not include any other members who are not currently identified as Reporting Persons;

(iii) deposit any Voting Securities in any voting trust or subject any Voting Securities to any arrangement or agreement with respect to the voting of any Voting Securities, except as expressly set forth in this Agreement;

(iv) otherwise act, alone or in concert with others, to control or seek to control or influence or seek to influence the management, the Board or policies of the Company, except as otherwise expressly permitted in this Agreement;

(v) make any proposal (including publicly disclose or discuss any proposal) or enter into any discussion regarding any of the foregoing, or make any proposal, statement or inquiry, or disclose any intention, plan or arrangement (whether written or oral) inconsistent with the foregoing, or make or disclose any request to amend, waive or terminate any provision of this Agreement;

(vi) have any discussions or communications, or enter into any arrangements, understanding or agreements (whether written or oral) with, or advise, finance, assist or encourage, any other Person in connection with any of the foregoing, or make any investment in or enter into any arrangement with, any other Person that engages, or offers or proposes to engage, in any of the foregoing; or

(vii) take or cause or induce others to take any action inconsistent with any of the foregoing.

4. Release.

(a) The Starboard Group hereby agrees for the benefit of the Company, and each officer, director, stockholder, agent, affiliate, employee, attorney, assigns, predecessor, and successor, past and present, of the Company (the Company and each such person being a “Company Released Person”) as follows: The Starboard Group, for themselves and for their members, officers, directors, assigns, agents, and successors, past and present, hereby agree and confirm that, effective from and after the date of this Agreement, they hereby acknowledge full and complete satisfaction of, and covenant not to sue, and forever fully release and discharge each Company Released Person of, and hold each Company Released Person harmless from, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, attorneys’ fees, expenses, suits, losses, and causes of action (“Claims”) of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising in respect of or in connection with the nomination and election of directors at the 2006 Annual Meeting, occurring any time or period of time on or prior to the date of this Agreement (including the future effects of such occurrences, conditions, acts or omissions).

(b) The Company hereby agrees for the benefit of the Starboard Group, and each member, officer, director, stockholder, agent, affiliate, employee, attorney, assign, predecessor, and successor, past and present, of the Starboard Group (the Starboard Group and each such person being a “Starboard Released Person”) as follows: The Company, for itself and for its officers, directors, assigns, agents, and successors, past and present, hereby agrees and confirms that, effective from and after the date of this Agreement, it hereby acknowledges full and complete satisfaction of, and covenants not to sue, and forever fully releases and discharges each Starboard Released Person of, and hold each Starboard Released Person harmless from, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, attorneys’ fees, expenses, suits, losses, and causes of action (“Claims”) of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising in respect of or in connection with any Schedule 13D filings made prior to the date hereof or in respect of or in connection with the nomination and election of directors at the 2006 Annual Meeting, occurring any time or period of time on or prior to the date of this Agreement (including the future effects of such occurrences, conditions, acts or omissions).

5. Representations and Warranties of the Starboard Group. Each of the members of the Starboard Group severally represent and warrant as follows:

(a) Each member of the Starboard Group has the power and authority to execute, deliver and carry out the terms and

provisions of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly authorized, executed, and delivered by each member of the Starboard Group, constitutes a valid and binding obligation and agreement of each such member, and is enforceable against each such member in accordance with its terms.

(c) The members of the Starboard Group, together with their Affiliates and Associates, beneficially own, directly or indirectly, an aggregate of 1,429,663 shares of Common Stock of the Company as set forth by beneficial owner and amount on Schedule A hereto and such shares of Common Stock constitute all of the Voting Securities of the Company beneficially owned by the members of the Starboard Group and their Affiliates and Associates.

6. Representations and Warranties of the Company. The Company hereby represents and warrants as follows:

(a) The Company has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms.

7. Specific Performance. Each of the members of the Starboard Group, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable in damages. It is accordingly agreed that the members of the Starboard Group, on the one hand, and the Company, on the other hand (the "Moving Party"), shall each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof and the other party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity.

8. Press Release. Immediately following the execution and delivery of this Agreement, the Company and the Starboard Group shall issue the joint press release attached hereto as Exhibit A (the "Press Release"). None of the parties hereto will prior to the Termination Date make any public statements (including in any filing with the SEC or any other regulatory or governmental agency, including any stock exchange) that are inconsistent with, or otherwise contrary to, the statements in the Press Release issued pursuant to this Section 8. Following the date hereof, neither the Starboard Group, nor any of its Affiliates or Associates, shall prior to the Termination Date issue or cause the publication of any press release or other public announcement with respect to this Agreement, the Company, its management or the Board or the Company's business without prior written consent of the Company, provided, however, that the Starboard Group may (i) file an amendment or amendments to the Schedule 13D in accordance with Section 1(d) of this Agreement or as otherwise required by law, (ii) make other filings as required by law or (iii) consistent with its obligations pursuant to Section 3 hereof, make public announcements and take such positions as it deems appropriate to the extent that the Company makes any public announcement with regard to an extraordinary transaction of any kind or nature.

9. Expenses. Within 10 business days following receipt of reasonably satisfactory documentation thereof, the Company will reimburse the Starboard Group for its reasonable, documented out-of-pocket fees and expenses incurred in connection with its Schedule 13D filings, its putative Proxy Solicitation and the negotiation and execution of this Agreement and all related activities and matters, provided such reimbursement shall not exceed \$50,000 in the aggregate.

10. No Waiver. Any waiver by either the Representative (as hereinafter defined) or the Company of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of either the Representative or the Company to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

11. Certain Definitions. As used in this Agreement, (a) the term "Person" shall mean any individual, partnership, corporation, group, syndicate, trust, government or agency, or any other organization, entity or enterprise; (b) the terms "Affiliates" and "Associates" shall have the meanings set forth in Rule 12b-2 under the Exchange Act and shall include Persons who become Affiliates or Associates of any Person subsequent to the date hereof; and (c) the term "Voting Securities" shall mean any securities of the Company entitled, or which may be entitled, to vote (whether or not entitled to vote generally in the election of directors), or securities convertible into or exercisable or exchangeable for such securities, whether or not subject to passage of time or other contingencies.

12. Successors and Assigns. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

13. Survival of Representations. All representations and warranties made by the parties in this Agreement under Sections 5 and 6 shall survive until the Termination Date. The provisions of Section 4 of this Agreement shall survive the Termination Date.

14. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties hereto with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective successors or assigns.

15. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) upon sending if sent by e-mail or facsimile, with electronic confirmation of sending; provided, however, that a copy is sent on the same day by registered mail, return receipt requested, in each case to the appropriate mailing and e-mail or facsimile addresses set forth below (or to such other mailing, facsimile and e-mail addresses as a party may designate by notice to the other parties in accordance with this provision), (c) one (1) day after being sent by nationally recognized overnight carrier to the addresses set forth below (or to such other mailing addresses as a party may designate by notice to the other parties in accordance with this Section 16) or (d) when actually delivered if sent by any other method that results in delivery (with written confirmation of receipt):

If to the Company:

SCS Transportation, Inc.
4435 Main Street, Suite 930
Kansas City, MO 64111
Attn: President
with a copy to:

Bryan Cave LLP
1200 Main Street, Suite 3500
Kansas City, MO 64111
Attn: Robert M. Barnes, Esq.
Telecopy: (816) 374-3300
Email: rmbarnes@bryancave.com

If to the Starboard Group:

Jeffrey C. Smith

c/o Ramius Capital Group, LLC

666 Third Avenue, 26th Floor

New York, New York 10017

with a copy to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP

65 East 55th Street
New York, New York 10022
Attention: Steven Wolosky, Esq.
Telecopy: (212) 451-2222
Email: swolosky@olshanlaw.com

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without reference to the conflict of laws principles thereof.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which

together shall constitute one and the same Agreement.

19. Starboard Group Representative. Each member of the Starboard Group hereby irrevocably appoints Jeffrey C. Smith as such member's attorney-in-fact and representative (the "Representative"), in such member's place and stead, to do any and all things and to execute any and all documents and give and receive any and all notices or instructions in connection with this Agreement and the transactions contemplated hereby. The Company shall be entitled to rely, as being binding on each member of the Starboard Group, upon any action taken by the Representative or upon any document, notice, instruction or other writing given or executed by the Representative.

20. No Admission. Nothing contained herein shall constitute an admission by any party hereto of liability or wrongdoing.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties has executed or caused this Agreement to be executed on the date first above written.

SCS TRANSPORTATION, INC.

By: /s/ Herbert A. Trucksess, III
Name: Herbert A. Trucksess, III
Title: President and Chief Executive Officer

RAMIUS CAPITAL GROUP, LLC

By: C4S & Co., L.L.C.,
as Managing Member

RCG HALIFAX FUND, LTD.

By: Ramius Capital Group, LLC,
its Investment Advisor
By: C4S & Co., L.L.C.,
its Managing Member

RAMIUS MASTER FUND, LTD

By: Ramius Advisors, LLC
its Investment Advisor
By: Ramius Capital Group, LLC
its Managing Member

C4S & CO., L.L.C.

STARBOARD VALUE & OPPORTUNITY MASTER FUND LTD

ADMIRAL ADVISORS, LLC

By: Ramius Capital Group, LLC, its managing member

RCG AMBROSE MASTER FUND, LTD.

By: Ramius Capital Group, LLC,
its Investment Advisor
By: C4S & Co., L.L.C.,
its Managing Member

ADMIRAL ADVISORS, LLC

By: Ramius Capital Group, LLC, its managing member

PARCHE, LLC

By: Admiral Advisors, LLC, its managing member

RAMIUS ADVISORS, LLC

By: Ramius Capital Group, LLC, its managing member

By: /s/ Jeffrey M. Solomon

Name: Jeffrey M. Solomon
Title: Authorized Signatory

JEFFREY M. SOLOMON

/s/ Jeffrey M. Solomon

Individually and as attorney-in-fact for
Peter A. Cohen, Morgan B. Stark and Thomas W. Strauss

/s/ Jeffrey C. Smith

JEFFREY C. SMITH

/s/ Jeffrey C. Ward

JEFFREY C. WARD

SCHEDULE A

NAME OF ENTITY # OF SHARES BENEFICIALLY

OWNED

STARBOARD VALUE & OPPORTUNITY MASTER FUND LTD
RCG HALIFAX FUND, LTD.

623,326
79,589

RCG AMBROSE MASTER FUND, LTD.

87,043

RAMIUS MASTER FUND, LTD
ADMIRAL ADVISORS, LLC

390,069
872,962

RAMIUS ADVISORS, LLC

390,069

PARCHE, LLC

249,636

C4S & CO., L.L.C. 1,429,663
RAMIUS CAPITAL GROUP, LLC 1,429,663
JEFFREY C. WARD 2,000
JEFFREY M. SOLOMON 1,429,663
MORGAN B. STARK 1,429,663
THOMAS W. STRAUSS 1,429,663
PETER A. COHEN 1,429,663
JEFFREY C. SMITH 0

Exhibit 99.1

FOR IMMEDIATE RELEASE

SCS TRANSPORTATION REACHES AGREEMENT WITH STARBOARD VALUE AND OPPORTUNITY MASTER FUND

JEFF WARD APPOINTED TO BOARD OF DIRECTORS

KANSAS CITY, Mo., March 2, 2006 — SCS Transportation, Inc. (NASDAQ: SCST) and Starboard Value and Opportunity Master Fund Ltd. and its affiliates (“Starboard”) today announced that they have reached an agreement relating to the 2006 Annual Meeting of Stockholders of SCS Transportation.

Under the terms of the Settlement Agreement, the Company has appointed one of Starboard’s proposed candidates, Jeff Ward, a well-regarded transportation expert, as a new independent director to the Board of Directors effective immediately. Mr. Ward will join Bert Trucksess, SCS Transportation’s Chairman, President and Chief Executive Officer, and James Olson, Chairman of SCS Transportation’s Audit Committee, as candidates for election at the 2006 Annual Meeting. Starboard has withdrawn its nomination of candidates for election to the Board of Directors at the upcoming Annual Meeting and has agreed to vote its shares in favor of each of the Board’s nominees. The Annual Meeting is scheduled for April 20, 2006.

Mr. Trucksess said, “We are pleased that this matter has been resolved in a manner that serves the best interests of all SCS Transportation stockholders. Our Board of Directors and management remain focused on building upon the positive momentum of our largest subsidiary, Saia, a leading multi-region LTL carrier, while we continue to pursue profitability improvement at Jevic, a hybrid LTL and truckload carrier. Furthermore, as we announced on January 24, 2006, our board is actively working with Morgan Keegan, exploring a range of strategic alternatives to enhance stockholder value.”

Douglas Rockel, lead independent director of SCS Transportation’s Board of Directors, said, “The Board of Directors is committed to enhancing value for all SCS Transportation stockholders. We welcome the input we have received from Starboard and believe this agreement represents a positive result for our Company. We look forward to working closely with Mr. Ward and benefiting from his years of relevant industry experience to help the Company continue to enhance stockholder value.”

On behalf of Starboard, Jeffrey Smith, a Managing Director of Ramius Capital Group, said, “We are pleased to be able to work constructively with SCS Transportation with the shared goal of maximizing the value of the Company. We believe the Board is committed to exploring alternatives with Morgan Keegan and then completing whichever of the alternatives they determine will maximize stockholder value. We have worked closely with Jeff Ward in assessing the potential value of SCS Transportation and are confident that his immediate appointment to the SCS Transportation Board of Directors will serve the best interests of SCS Transportation and its stockholders.”

Jeff Ward currently serves as a Vice President at A.T. Kearney, Inc., a global management consulting firm and a leader in supply chain and transportation consulting, where he is responsible for consulting assignments with a focus on the North American freight market. Mr. Ward has been employed by A.T. Kearney since August 1991. He has led multiple engagements for clients in the North American freight market. His areas of expertise include corporate and marketing strategy, post merger integration, restructuring and privatization, network operations, mergers and acquisitions and operations effectiveness. Prior to joining A.T. Kearney, Mr. Ward served in a variety of positions at a family-owned interstate less-than-truckload (LTL) company from 1980 to 1987. Mr. Ward received a Masters of Business Administration in Finance from The Wharton School, University of Pennsylvania, a Masters in Transportation from the University of Pennsylvania, and a B.A. in History from Columbia College, Columbia University.

About SCS Transportation

SCS Transportation, Inc. provides trucking transportation and supply chain solutions to a broad base of customers across the United States. With annual revenue of \$1.1 billion, the Company focuses on regional and interregional less-than-truckload (LTL), and selected truckload (TL) and time-definite services. Operating subsidiaries are Saia, a multi-region LTL carrier based in Duluth, Ga., and Jevic, a hybrid LTL and truckload carrier based in Delanco, N.J. Headquartered in Kansas City, Mo., SCST has approximately 9,600 employees nationwide.

About Starboard Value and Opportunity Master Fund Ltd.

Starboard Value and Opportunity Master Fund invests primarily in the securities of U.S. public companies that are believed to be undervalued. Starboard Value and Opportunity Master Fund Ltd. is an affiliate of Ramius Capital Group, LLC.

About Ramius Capital Group, LLC

Ramius Capital Group is a registered investment advisor that manages assets of \$7.3 billion in a variety of alternative investment strategies. Ramius Capital Group is headquartered in New York with offices located in London, Tokyo, Hong Kong, Munich, and Vienna.

Forward Looking Statements

The Securities and Exchange Commission encourages companies to disclose forward-looking information so that investors can better understand the future prospects of a company and make informed investment decisions. This news release contains these types of statements, which are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995.

Words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “may,” “plan,” “predict,” “believe” and similar words or expressions are intended to identify forward-looking statements. Investors should not place undue reliance on forward-looking statements, and the Company undertakes no obligation to publicly update or revise any forward-looking statements. All forward-looking statements reflect the present expectation of future events of our management and are subject to a number of important factors, risks, uncertainties and assumptions that could cause actual results to differ materially from those described in any forward-looking statements. These factors and risks include, but are not limited to, general economic conditions; the effects and outcomes of strategic evaluations; cost and availability of qualified drivers, fuel, purchased transportation, property, revenue equipment and other operating assets; governmental regulations, including but not limited to Hours of Service, engine emissions, compliance with recent legislation requiring companies to evaluate their internal control over financial reporting and Homeland Security; dependence on key employees; inclement weather; labor relations; integration risks; effectiveness of company-specific performance improvement initiatives; competitive initiatives and pricing pressures; terrorism risks; self-insurance claims, equity-based compensation and other expense volatility; the Company’s determination from time to time whether to purchase any shares under the repurchase program; and other financial, operational and legal risks and uncertainties detailed from time to time in the Company’s SEC filings.

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Contacts:

For SCS Transportation:

Greg Drown, 816-714-5906

Joele Frank, Wilkinson Brimmer Katcher

Matthew Sherman, 212-355-4449

For Starboard / Ramius:

MacKenzie Partners

Charlie Koons, Mark Hamett, 212-929-5500

Kekst and Company

Micheline Tang, Robert Siegfried, 212-521-4800