
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 4)

GEE GROUP INC.

(Name of Issuer)

Common Stock, no par value

(Title of Class of Securities)

36165A102

(CUSIP Number)

STAR EQUITY FUND, LP
53 Forest Ave Suite 101,
Old Greenwich, CT, 06870
203-489-9500

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

06/01/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP Number(s):	36165A102
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1	Name of reporting person STAR EQUITY HOLDINGS, INC.
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only

4	Source of funds (See Instructions) AF, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,969,762.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.4 %	
14	Type of Reporting Person (See Instructions) CO	

SCHEDULE 13D

CUSIP Number(s): 36165A102

1	Name of reporting person STAR OPERATING COMPANIES, INC.	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares	7	Sole Voting Power

Beneficially Owned by Each Reporting Person With:		5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,969,762.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.4 %	
14	Type of Reporting Person (See Instructions) CO	

SCHEDULE 13D

CUSIP Number(s): 36165A102

1	Name of reporting person STAR EQUITY FUND, LP	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 5,969,762.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 5.4 %
14	Type of Reporting Person (See Instructions) PN

SCHEDULE 13D

CUSIP Number(s):	36165A102
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1	Name of reporting person STAR EQUITY FUND GP, LLC	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,969,762.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.4 %	
14	Type of Reporting Person (See Instructions)	

SCHEDULE 13D

CUSIP Number(s): 36165A102

1	Name of reporting person STAR INVESTMENT MANAGEMENT, LLC	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization CONNECTICUT	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,969,762.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.4 %	
14	Type of Reporting Person (See Instructions) 00	

SCHEDULE 13D

CUSIP Number(s): 36165A102

1	Name of reporting person STAR VALUE INVESTMENTS, LLC	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,969,762.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.4 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP Number(s): 36165A102

1	Name of reporting person JEFFREY E. EBERWEIN	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	

4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,969,762.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,969,762.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,969,762.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.4 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

CUSIP Number(s): 36165A102

1	Name of reporting person RICHARD K. COLEMAN, JR.	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares	7	Sole Voting Power

Beneficially Owned by Each Reporting Person With:		0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 0.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0.0 %	
14	Type of Reporting Person (See Instructions) IN	

Comment for Type of Reporting Person:

The following constitutes Amendment No. 4 ("Amendment No.4") to the Schedule 13D filed by the undersigned on January 22, 2026 (as previously amended, the "Schedule 13D"). This Amendment No. 4 amends the Schedule 13D as specifically set forth herein.

SCHEDULE 13D

Item 1. Security and Issuer

- (a) **Title of Class of Securities:**
Common Stock, no par value
- (b) **Name of Issuer:**
GEE GROUP INC.
- (c) **Address of Issuer's Principal Executive Offices:**
7751 BELFORT PARKWAY, SUITE 150, JACKSONVILLE, FLORIDA , 32256.

Item 2. Identity and Background

- (a) Item 2 is hereby amended and restated to read as follows:

(i) Star Equity Holdings, Inc., a Delaware corporation ("Star Equity") formerly known as Hudson Global, Inc.;

(ii) Star Operating Companies, Inc., a Delaware corporation ("Star Operating Companies") formerly known as Star Equity Holdings, Inc. and a wholly-owned subsidiary of Star Equity;

(iii) Star Equity Fund, LP, a Delaware limited partnership ("Star Equity Fund");

(iv) Star Equity Fund GP, LLC, a Delaware limited liability company ("Star Equity GP"), which serves as the general partner of Star Equity Fund;

(v) Star Investment Management, LLC, a Connecticut limited liability company ("Star Investment Management"), which serves as the investment manager of Star Equity Fund;

(vi) Star Value Investments, LLC., a Delaware limited liability company ("Star Value Investments") formerly known as Star Value, LLC., which serves as the sole member of Star Equity GP;

(vii) Jeffrey E. Eberwein ("Mr. Eberwein"), who serves as the manager of Star Equity GP and Star Investment Management and CEO of Star Equity; and

(viii) Richard K. Coleman ("Mr. Coleman"), who serves as the Chief Operating Officer ("COO") of Star Equity and CEO of Star Operating Companies.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is party to that certain Joint Filing Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

Set forth on Schedule A annexed hereto ("Schedule A") is the name and present principal occupation or employment, principal business address and citizenship of the executive officers and directors of Star Equity Holdings. To the best of the Reporting Persons' knowledge, except as otherwise set forth herein, none of the persons listed on Schedule A beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

- (b) The address of the principal office of each of Star Equity, Star Operating Companies, Star Equity Fund, Star Equity GP, Star Investment Management, Star Value Investments, Mr. Eberwein, and Mr. Coleman is 53 Forest Avenue, Suite 101, Old Greenwich,

Connecticut 06870.

- (c) The principal business of Star Equity Fund is investing in securities. The principal business of Star Operating Companies is serving as the sole owner of various divisions of Star Equity. The principal business of Star Equity GP is serving as the general partner of Star Equity Fund. The principal business of Star Investment Management is serving as the investment manager of Star Equity. The principal business of Star Equity is serving as a diversified holding company with various divisions. The principal business of Star Value Investments is serving as sole member of Star Equity GP. The principal occupation of Mr. Eberwein is serving as CEO and board member of Star Equity. Mr. Eberwein also serves as manager of Star Equity GP and Star Investment Management. The principal occupation of Mr. Coleman is serving as the COO of Star Equity.
- (d) No Reporting Person has during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person has during the last five years been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Mr. Eberwein and Mr. Coleman are citizens of the United States of America. Star Equity, Star Operating Companies, Star Equity Fund, Star Equity GP, and Star Value Investments are organized under the laws of the state of Delaware. Star Investment Management is organized under the laws of the state of Connecticut.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following:

On June 2, 2026 Star Equity Fund delivered a letter to the Issuer (the "Nomination Letter") dated June 1, 2026, nominating Richard Coleman (the "Nominee"), a highly qualified director candidate for election to the Board at the Issuer's 2026 annual meeting of shareholders (the "Annual Meeting"). As evidenced by his detailed biography below, the Nominee is extremely experienced, capable, and fully committed to act in the best interests of all the Issuer's shareholders.

Richard K. Coleman, Jr., age 69, has served as Chief Operating Officer of Star Equity Holdings, Inc. (formerly known as Hudson Global, Inc.) ("Star Equity Holdings") since August 2025. Prior to that, Mr. Coleman served as Star Operating Companies, Inc.'s ("Star Operating Companies") Chief Executive Officer, from April 2022 to August 2025, and Chief Operating Officer from January 2022 to March 2022. He also previously served on Star Equity Holdings, Inc.'s board from May 2014 to January 2022, and served as Chairman of Star Equity Holdings between April 2018 and January 2022. Mr. Coleman was formerly the President, Chief Executive Officer, and director of Command Center, Inc., a provider of on-demand flexible employment solutions, from April 2018 to July 2019. He was the Principal Executive Officer of Crossroads Systems from August 2017 to March 2018, and Chief Executive Officer from March 2013 to August 2017. Mr. Coleman began his career as an Air Force Telecommunications Systems Officer managing Department of Defense R&D projects. He has also served as an adjunct professor for Regis University's graduate management program and as a guest lecturer for Denver University's Pioneer Leadership Program, focusing on leadership and ethics. Mr. Coleman holds a Master's degree in Business Administration from Golden Gate University and is a graduate of the United States Air Force Communications Systems Officer School. He holds a Bachelor of Science Degree from the United States Air Force Academy and also has completed leadership, technology, and marketing programs at Kansas University, UCLA, and Harvard Business School.

Star Equity Fund also stated in the Nomination Letter its intention to present a proposal at the Annual Meeting providing for the removal of two incumbent directors, Peter Tanous and Thomas Vetrano, who approved the Company's egregious 2023 executive employment agreements ("Proposal").

Item 5. Interest in Securities of the Issuer

- (a) Item 5(a)-(c) is hereby amended and restated to read as follows:

The aggregate percentage of the Shares reported owned by each person named herein is based upon 109,870,686 Shares outstanding as of May 13, 2026, which is the total number of Shares reported outstanding in the Issuer's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on May 14, 2026.

A. Star Equity

Star Equity, as the parent of Star Operating Companies, may be deemed the beneficial owner of the 5,969,762 Shares owned by Star Equity Fund.

Percentage: Approximately 5.43%

B. Star Operating Companies

Star Operating Companies, as the parent of Star Value Investments, sole member of Star Management, and limited partner of Star Equity Fund may be deemed the beneficial owner of the 5,969,762 Shares beneficially owned by Star Equity Fund.

Percentage: Approximately 5.43%

C. Star Equity Fund

As of the close of business on June 2, 2026, Star Equity Fund beneficially owned 5,969,762 Shares.

Percentage: Approximately 5.43%

D. Star Equity GP

Star Equity GP, as the general partner of Star Equity Fund, may be deemed the beneficial owner of the 5,969,762 Shares owned by Star Equity Fund.

Percentage: Approximately 5.43%

E. Star Investment Management

Star Investment Management, as the investment manager of Star Equity Fund, may be deemed the beneficial owner of the 5,969,762 Shares owned by Star Equity Fund.

Percentage: Approximately 5.43%

F. Star Value Investments

Star Value Investments, as the sole member of Star Equity GP and wholly owned subsidiary of Star Equity may be deemed the beneficial owner of the 5,969,762 Shares owned by Star Equity Fund.

Percentage: Approximately 5.43%

G. Mr. Eberwein

Mr. Eberwein, as the manager of Star Equity GP and Star Investment Management, may be deemed the beneficial owner of the 5,969,762 Shares owned by Star Equity Fund.

Percentage: Approximately 5.43%

H. Mr. Coleman

As of the close of business on June 2, 2026, Mr. Coleman beneficially owned 0 Shares.

Percentage: 0%

(b)

A. Star Equity

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

B. Star Operating Companies

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

C. Star Equity Fund

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

D. Star Equity GP

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

E. Star Investment Management

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

F. Star Value Investments

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

G. Mr. Eberwein

1. Sole power to vote or direct vote: 5,969,762
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 5,969,762
4. Shared power to dispose or direct the disposition: 0

H. Mr. Coleman

1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 0

(c)

No Reporting Person has entered into any transaction in the Shares during the past 60 days.

Each Reporting Person, may be deemed to be a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Exchange Act, and such group may be deemed to beneficially own the Shares beneficially owned in aggregate by all of the Reporting Persons. Each Reporting Person disclaims beneficial ownership of the Shares that he, she, or it does not directly own.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following:

On June 1, 2026, the Reporting Persons amended the prior Joint Filing and Solicitation Agreement ("Joint Filing and Solicitation Agreement, as amended"). In the Joint Filing and Solicitation Agreement, as amended, among other things, (a) the Reporting Persons agreed, to the extent required by applicable law, to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Company, (b) the Reporting Persons agreed to solicit proxies for the election of the Nominee and Proposal at the Annual Meeting, (c) the Nominee agreed not to enter into any transactions in the securities of the Company without the prior written consent of Star Equity Fund and (d) Star Equity Fund agreed to bear all expenses incurred in connection with the Reporting Persons' activities, including approved expenses incurred by any of the parties in connection with the solicitation, subject to certain limitations. The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Star Equity Fund has signed a separate letter agreement (the "Indemnification Agreement") with the Nominee pursuant to which it and its affiliates have agreed to indemnify such Nominee against certain claims arising from the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. A form of the indemnification letter agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

The Nominee has granted Mr. Eberwein and Hannah Bible powers of attorney to execute certain SEC filings and other documents in connection with the Solicitation. A form of the Power of Attorney is attached hereto as Exhibit 99.4 and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

Exhibit 99.1 - Press Release dated June 3, 2026;
Exhibit 99.2 - Joint Filing and Solicitation, as amended June 1, 2026;
Exhibit 99.3 - Indemnification Agreement, dated June 1, 2026;
Exhibit 99.4 - Power of Attorney, dated June 1, 2026;
Exhibit 99.5 - Schedule A.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

STAR EQUITY HOLDINGS, INC.

Signature: /s/ Jeffrey E. Eberwein
Name/Title: Jeffrey E. Eberwein, Chief Executive Officer
Date: 06/03/2026

STAR OPERATING COMPANIES, INC.

Signature: /s/ Richard K. Coleman, Jr.
Name/Title: Richard K. Coleman, Jr., Chief Executive Officer
Date: 06/03/2026

STAR EQUITY FUND, LP

Signature: /s/ Jeffrey E. Eberwein
Name/Title: Jeffrey E. Eberwein, Manager of Star Equity Fund GP, LLC, the general partner of Star Equity Fund LP
Date: 06/03/2026

STAR EQUITY FUND GP, LLC

Signature: /s/ Jeffrey E. Eberwein
Name/Title: Jeffrey E. Eberwein, Manager
Date: 06/03/2026

STAR INVESTMENT MANAGEMENT, LLC

Signature: /s/ Jeffrey E. Eberwein
Name/Title: Jeffrey E. Eberwein, Manager
Date: 06/03/2026

STAR VALUE INVESTMENTS, LLC

Signature: /s/ Richard K. Coleman, Jr.
Name/Title: Richard K. Coleman, Jr., CEO of Star Operating Companies, Inc., the sole member of Star Value Investments, LLC
Date: 06/03/2026

JEFFREY E. EBERWEIN

Signature: /s/ Jeffrey E. Eberwein
Name/Title: Jeffrey E. Eberwein
Date: 06/03/2026

RICHARD K. COLEMAN, JR.

Signature: /s/ Richard K. Coleman, Jr.

Name/Title: Richard K. Coleman, Jr.

Date: 06/03/2026

Star Equity Fund Announces Director Nomination to GEE Group Board

Calls for Removal of Two Remaining Incumbent Compensation Committee Directors

Old Greenwich, CT – June 3, 2026 – Star Equity Fund, LP ("Star Equity Fund" or "we"), a 5.4% shareholder of GEE Group, Inc. (NYSE American: JOB) ("GEE Group", "JOB", or the "Company"), announced today the nomination of Rick Coleman for election to the GEE Group board of directors (the "Board") at the Company's 2026 annual meeting of shareholders (the "Annual Meeting"). We also recommend shareholders vote to remove two incumbent directors, Peter Tanous and Thomas Vetrano, who approved the Company's egregious 2023 executive employment agreements (the "2023 Agreements") and have served on the Compensation Committee since that time. We believe these actions represent the best path forward to restore accountability and create value for all shareholders while not triggering the change in control provisions in the 2023 Agreements.

GEE Group Cannot Improve Without Further Change in Board Composition

Gee Group's long-suffering shareholders have endured years of deteriorating operating and financial performance, poor corporate governance, and value destruction under the stewardship of the incumbent Board and management. The facts speak for themselves – JOB's March 2026 TTM revenue was \$86 million, down approximately 48% from a FY 2022 peak of \$165 million, and JOB's share price has declined approximately 58% over the last 5 years. Notably, JOB shares have traded close to cash per share since the end of 2024, a clear vote of no confidence from the market.

Thus far, the Company has failed to respond with corrective action. GEE Group's management and Board have instead stubbornly pursued the same failed strategy, rejecting share repurchases in favor of pursuing expensive and ill-advised acquisitions, and concluding a shareholder-driven review of strategic alternatives in April 2024 only to reaffirm the status quo, all while ignoring multiple unsolicited offers to acquire the company. Additionally, the resignations of two directors within the past 3 months, Darla Moore and William Isaacs, seems to be another troubling vote of no confidence. Although the recently announced review of strategic alternatives is a step in the right direction, further change in Board composition is needed to ensure a good outcome. Shareholders deserve, and demand, better.

Two Incumbent Directors Responsible for Poor Corporate Governance, Value Destruction, and Should Be Removed from the Board

The two remaining incumbent directors, Peter Tanous and Thomas Vetrano, who served on the Compensation Committee when the egregious 2023 Agreements were executed, bear direct responsibility for what we believe is a deliberate act of entrenchment and enrichment of an underperforming management team at the expense of shareholders. There was a third director on the Compensation Committee that had approved the egregious 2023 Agreements, but that person has since resigned, leaving just two complicit directors. Further, the 2023 Agreements were made without any regard for shareholders. The 2023 Agreements were never subject to a shareholder vote despite the inclusion of

easily triggered, exorbitant severance payments upon a change in control. GEE Group's long-suffering shareholders have endured years of poor corporate governance under the oversight of these two directors.

Our Nominee, Rick Coleman, is Highly Qualified and Prepared to Act in the Best Interests of All Shareholders

Rick Coleman is a highly qualified executive with significant public board and management experience in operational turnarounds and value-maximizing transactions. Currently COO of Star Equity Holdings, Inc., Mr. Coleman previously served as CEO of staffing company Command Center, Inc. (formerly Nasdaq: CCNI), where he was appointed at the request of certain shareholders following the sudden resignation of the former CEO. In that role, he helped restructure the board to align with strategic objectives, negotiated a proxy fight settlement with a persistent activist investor, and stabilized leadership and operations in a period of unprecedented employee turnover. He subsequently engineered a creative reverse merger transaction with HireQuest, Inc. (Nasdaq CM: HQL) that allowed shareholders to cash out at a premium or retain shares in the new combined company, driving significant shareholder value creation and post-closing share price appreciation. If elected, Mr. Coleman intends to support a robust and transparent sale process, strengthen Board oversight of management, and restore accountability to the Company's corporate governance and financial performance.

We believe the nomination of Mr. Coleman and our recommendation that shareholders vote to remove two incumbent directors are meaningful first steps on the path to positive change at GEE Group. Taken together, these actions can affect genuine governance reform, adding an independent, shareholder-aligned voice to the Board while removing those most responsible for enriching an underperforming management team at shareholders' expense. Critically, this combination of actions will not trigger a change in control under the 2023 Agreements, ensuring shareholders are not penalized for exercising their legitimate right to hold the Board accountable.

The Time for Action is Now

Star Equity Fund has engaged constructively with the Company since January 2026, proposing merger discussions (ignored by the incumbents), calling for a legitimate sale process, and publicly demanding the removal of anti-shareholder provisions from the 2023 Agreements. With the 2026 Annual Meeting approaching, we believe it is time for change. We urge all GEE Group shareholders to support our nominee and to vote to remove the two incumbent directors who, in our view, have forfeited the right to represent shareholder interests in the GEE Group boardroom.

About Star Equity Fund, LP

Star Equity Fund, LP is an investment fund managed by the Investments Division of Star Equity Holdings, Inc. Star Equity Fund seeks to unlock shareholder value and improve corporate governance at its portfolio companies.

About Star Equity Holdings, Inc.

Star Equity Holdings, Inc. (Nasdaq: STRR) is a diversified holding company with four divisions: Building Solutions, Business Services, Energy Services, and Investments.

For more information contact:

Star Equity Fund, LP

Jeffrey E. Eberwein

Portfolio Manager

203-489-9501

jeff.eberwein@starequity.com

The Equity Group

Lena Cati

Senior Vice President

212-836-9611

lena.cati@theequitygroup.com

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are members and shareholders, direct or beneficial, of GEE Group, Inc., an Illinois company (the “Company”);

WHEREAS, Star Equity Holdings, Inc., Star Operating Companies, Inc., Star Equity Fund, LP, Star Equity Fund GP, LLC, Star Investment Management, LLC, Star Value Investments, LLC, and Jeffrey E. Eberwein (collectively, “Star”), previously entered into an Amended and Restated Joint Filing and Solicitation Agreement on January 16, 2026 (the “Prior Agreement”);

WHEREAS, Star and Richard K. Coleman, Jr. (“Nominee”) wish to form a group for the purpose of seeking representation on the Board of Directors of the Company (the “Board”) at the 2026 annual meeting of members and shareholders of the Company (including any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”) and for the purpose of taking all other action necessary to achieve the foregoing; and

WHEREAS, Star and the Nominee wish to amend the Prior Agreement as provided herein.

NOW, IT IS AGREED, this 1st day of June 2026 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each of the undersigned (collectively, the “Group”) agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company, if applicable. Each member of the Group shall be responsible for the accuracy and completeness of his/her/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this agreement is in effect, the Nominee agrees to provide Star advance written notice prior to effecting any purchase, sale, acquisition or disposal of any securities of the Company which he or she has, or would have, direct or indirect beneficial ownership so that Star has an opportunity to review the potential implications of any such transaction in the securities of the Company and pre-clear any such potential transaction in the securities of the Company by the Nominee. The Nominee agrees that he shall not undertake or effect any purchase, sale, acquisition or disposal of any securities of the Company without the prior written consent of Star.

3. So long as this agreement is in effect, each of the undersigned shall provide written notice to Baker Hostetler (“Baker”), such notice to be given no later than twenty-four (24) hours after each such transaction, of (i) any of their purchases or sales of securities of the Company or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. For purposes of this agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

4. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies or written consents for the election of the persons nominated by Star to the Board at the Annual Meeting, (ii) taking such other actions as the parties deem advisable and (iii) taking all other action necessary or advisable to achieve the foregoing.

5. Star shall have the right to pre-approve all expenses incurred in connection with the Group’s activities and agrees to pay directly all such pre-approved expenses.

6. Each of the undersigned agrees that any filing with the Securities and Exchange Commission, press release or shareholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 4 shall be as directed by Star.

7. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as he/she/it deems appropriate, in his/her/its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this agreement.

8. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9. This agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

10. The parties' rights and obligations under this agreement (other than the rights and obligations set forth in Section 5 and Section 9, which shall survive any termination of this agreement) shall terminate upon the earlier to occur of (i) the conclusion of the Annual Meeting or (ii) the written agreement of the parties. Any party hereto may terminate his/her/its obligations under this agreement on 24 hours' written notice to all other parties, with a copy by email to Adam Finerman at Baker: Email: afinerman@bakerlaw.com.

11. Each party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

12. Each party acknowledges that Baker shall act as counsel for both the Group and Toro relating to their investment in the Company.

13. Each of the undersigned parties hereby agrees that this agreement shall be filed as an exhibit to any Schedule 13D required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

Star Equity Holdings, Inc.

By: /s/ Jeffrey E. Eberwein

Name: Jeffrey E. Eberwein
Title: CEO

Star Equity Fund, LP

By: Star Equity Fund GP, LLC
General Partner

By: /s/ Jeffrey E. Eberwein

Name: Jeffrey E. Eberwein
Title: Manager

Star Equity Fund GP, LLC

By: /s/ Jeffrey E. Eberwein

Name: Jeffrey E. Eberwein
Title: Manager

Star Investment Management, LLC

By: /s/ Jeffrey E. Eberwein

Name: Jeffrey E. Eberwein
Title: Manager

Star Value Investments, LLC

By: Star Operating Companies, Inc.

By: /s/ Richard K. Coleman, Jr.

Name: Richard K. Coleman
Title: Executive Chairman

Star Operating Companies, Inc.

/s/ Richard K. Coleman, Jr.

Name: Richard K. Coleman
Title: CEO

/s/ Richard K. Coleman, Jr.

Richard K. Coleman

STAR EQUITY FUND, LP
53 Forest Avenue, 1st Floor
Old Greenwich, Connecticut 06870

June 1, 2026

Richard K. Coleman, Jr.
108 Tempranillo Way
Austin, Texas 78738

Re: GEE Group. Inc.

Dear Mr. Coleman:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Gee Group, Inc., an Illinois company (the "Company"), in connection with the proxy solicitation that Star Equity Fund LP ("Star Equity") and certain of its affiliates (collectively, the "Indemnifying Parties"), are considering undertaking to nominate and elect directors at the Company's 2026 annual meeting of shareholders, or any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its shareholders. This letter will set forth the terms of our agreement.

The Indemnifying Parties agree to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to the Indemnifying Parties or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by the Indemnifying Parties or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Indemnifying Parties prompt written notice of such claim or Loss (provided that failure to promptly notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have on account of this letter agreement,

except to the extent the Indemnifying Parties shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Indemnifying Parties will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

The Indemnifying Parties may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, the Indemnifying Parties shall not be responsible for any fees, costs or expenses incurred by you without the Indemnifying Parties' prior written approval, including any fees, costs or expenses of separate legal counsel retained by you. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of the Indemnifying Parties, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of the Indemnifying Parties, any confidential, proprietary or non-public information (collectively, "Information") of the Indemnifying Parties or their affiliates with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by the Indemnifying Parties or their affiliates with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public. Without the prior written consent of the Indemnifying Parties, you further agree to not (i) incur any expenses on behalf of the Indemnifying Parties related to the Solicitation or (ii) speak on behalf of the Indemnifying Parties related to the Solicitation.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify the Indemnifying Parties so that the Indemnifying Parties may seek a protective order or other appropriate remedy or, in the Indemnifying Parties' sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or the Indemnifying Parties do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of the Indemnifying Parties and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of the Indemnifying Parties and, upon request of a representative of the Indemnifying Parties, all such information shall be returned or, at the Indemnifying Parties' option, destroyed by you, with such destruction confirmed by you to the Indemnifying Parties in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

be an original, and all of which, taken together, shall constitute one and the same instrument.

STAR EQUITY FUND, LP

By: /s/ Jeffrey E. Eberwein
Name: Jeffrey E. Eberwein
Title: Portfolio Manager

ACCEPTED AND AGREED:

/s/ Richard K. Coleman, Jr.
Richard K. Coleman, Jr.

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Jeffrey E. Eberwein and Hannah M. Bible, or either of them acting alone, the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of GEE Group, Inc. an Illinois company (the "Company"), directly or indirectly beneficially owned by Star Equity Fund, LP or any of its affiliates (collectively, the "Group"), and (ii) any proxy solicitation of the Group to elect the Group's slate of director nominees to the board of directors of the Company at the 2026 annual meeting of shareholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;

2. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;

3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Group;

4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and

5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 1st day of June 2026.

/s/ Richard K. Coleman, Jr.

Richard K. Coleman, Jr.

SCHEDULE A

Directors and Officers of Star Equity Holdings, Inc.

Name and Position	Principal Occupation	Principal Business Address	Citizenship
Jeffrey E. Eberwein – Director, Chief Executive Officer	Chief Executive Officer of Star Equity Holdings, Inc.	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Richard K. Coleman, Jr. – Chief Operating Officer	Chief Operating Officer of Star Equity Holdings, Inc.	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Matthew Diamond - Chief Accounting Officer	Chief Accounting Officer of Star Equity Holdings, Inc.	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Hannah Bible - Chief Legal Officer	Chief Legal Officer of Star Equity Holdings, Inc.	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Shawn Miles - EVP of Finance/ Treasurer	EVP of Finance/ Treasurer of Star Equity Holdings, Inc.	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Mimi Drake - Chairperson of the Board	Partner and Co-Market Leader at Cerity Partners	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Jennifer Palmer - Board Member	Founder and CEO of JPalmer Collective	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Todd Fruhbeis - Board Member	Private Investor	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Louis Parks - Board Member	Managing Member, COO & CFO at Tyro Capital Management LLC	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Robert G. Pearse - Board Member	Senior Technology Advisor	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States
Connia M. Nelson - Board Member	Senior Human Resources Advisor	53 Forest Ave., Suite 101, Old Greenwich, Connecticut 06870	United States