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

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: **March 31, 2018**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number **1-05707**

GEE GROUP INC.

(Exact name of registrant as specified in its
charter)

Illinois

(State or other jurisdiction of
incorporation or organization)

36-6097429

(I.R.S. Employer
Identification Number)

184 Shuman Blvd., Suite 420, Naperville, IL 60563

(Address of principal executive offices)

(630) 954-0400

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The number of shares outstanding of the registrant's common stock as of May 15, 2018 was 10,607,750.

GEE GROUP INC.
Form 10-Q
For the Quarter Ended March 31, 2018
INDEX

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS 3

PART I. FINANCIAL INFORMATION

<u>Item 1.</u>	<u>Financial Statements (unaudited)</u>	4
	<u>Condensed Consolidated Balance Sheets at March 31, 2018 and September 30, 2017</u>	4
	<u>Condensed Consolidated Statements of Operations for the three and six months ended March 31, 2018 and March 31, 2017</u>	5
	<u>Condensed Consolidated Statements of Shareholders' Equity for the six months ended March 31, 2018 and year ended September 30, 2017</u>	6
	<u>Condensed Consolidated Statements of Cash Flows for the six months ended March 31, 2018 and March 31, 2017</u>	7
	<u>Notes to Condensed Consolidated Financial Statements</u>	8
<u>Item 2.</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	24
<u>Item 3.</u>	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	30
<u>Item 4.</u>	<u>Controls and Procedures</u>	30

PART II. OTHER INFORMATION

<u>Item 1.</u>	<u>Legal Proceedings</u>	31
<u>Item 1A.</u>	<u>Risk Factors</u>	31
<u>Item 2.</u>	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	31
<u>Item 3.</u>	<u>Defaults Upon Senior Securities</u>	31
<u>Item 4.</u>	<u>Mine Safety Disclosures</u>	31
<u>Item 5.</u>	<u>Other Information</u>	31
<u>Item 6.</u>	<u>Exhibits</u>	32
	<u>Signatures</u>	33

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

As a matter of policy, the Company does not provide forecasts of future financial performance. The statements made in this quarterly report on Form 10-Q which are not historical facts are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements often contain or are prefaced by words such as "believe", "will" and "expect." These statements are based on current expectations, estimates and projections about our business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. As a result of a number of factors, our actual results could differ materially from those set forth in the forward-looking statements. Certain factors that might cause the Company's actual results to differ materially from those in the forward-looking statements include, without limitation, general business conditions, the demand for the Company's services, competitive market pressures, the ability of the Company to attract and retain qualified personnel for regular full-time placement and contract assignments, the possibility of incurring liability for the Company's business activities, including the activities of its contract employees and events affecting its contract employees on client premises, and the ability to attract and retain qualified corporate and branch management, as well as those risks discussed in the Company's annual report on Form 10-K for the year ended September 30, 2017, and in other documents which we file with the Securities and Exchange Commission. Any forward-looking statements speak only as of the date on which they are made, and the Company is under no obligation to (and expressly disclaims any such obligation to) and does not intend to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

GEE GROUP INC.

CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)

(In Thousands)

	March 31, 2018	September 30, 2017
ASSETS		
CURRENT ASSETS:		
Cash	\$ 2,938	\$ 2,785
Accounts receivable, less allowances (March - \$1,047 and September - \$1,712)	20,598	23,178
Other current assets	1,772	3,014
Total current assets	<u>25,308</u>	<u>28,977</u>
Property and equipment, net	918	914
Other long-term assets	19	282
Goodwill	76,593	76,593
Intangible assets, net	32,259	35,049
TOTAL ASSETS	<u>\$ 135,097</u>	<u>\$ 141,815</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Revolving credit facility	\$ 9,900	\$ 7,904
Acquisition deposit for working capital guarantee	1,500	1,500
Accrued interest	1,151	2,175
Accounts payable	2,043	3,243
Accrued compensation	4,426	7,394
Other current liabilities	340	515
Short-term portion of subordinated debt	721	1,225
Short-term portion of term-note, net of discount	6,187	3,433
Total current liabilities	<u>26,268</u>	<u>27,389</u>
Deferred rent	238	334
Deferred taxes	1,596	958
Term-loan, net of debt discounts	38,336	42,018
Subordinated debt	1,000	1,000
Subordinated convertible debt	16,685	16,685
Other long-term liabilities	24	35
Total long-term liabilities	<u>57,879</u>	<u>61,030</u>
Commitments and contingencies		
MEZZANINE EQUITY		
Preferred stock; no par value; authorized - 20,000 shares; issued and outstanding - 5,926		
Preferred series A stock - 160 authorized; issued and outstanding - none	-	-
Preferred series B stock - 5,950 authorized; issued and outstanding - 5,816 and 5,926 at March 31, 2018 and September 30, 2017, respectively		
Liquidation value of the preferred series B stock is approximately \$28,265 and \$28,800 at March 31, 2018 and September 30, 2017, respectively	28,788	29,333
SHAREHOLDERS' EQUITY		
Common stock, no-par value; authorized - 200,000 shares; issued and outstanding - 10,446 shares at March 31, 2018 and 9,879 shares at September 30, 2017, respectively	-	-
Additional paid in capital	42,285	39,517
Accumulated deficit	<u>(20,123)</u>	<u>(15,454)</u>
Total shareholders' equity	<u>22,162</u>	<u>24,063</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 135,097</u>	<u>\$ 141,815</u>

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

[Table of Contents](#)

GEE GROUP INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)

(In Thousands, Except Per Share Data)

	Three Months Ended		Six Months Ended	
	March 31,		March 31,	
	2018	2017	2018	2017
NET REVENUES:				
Contract staffing services	\$ 34,520	\$ 20,090	\$ 73,981	\$ 39,946
Direct hire placement services	5,337	1,459	11,108	2,609
NET REVENUES	39,857	21,549	85,089	42,555
Cost of contract services	26,231	15,894	55,689	31,457
GROSS PROFIT	13,626	5,655	29,400	11,098
Selling, general and administrative expenses	11,938	4,811	24,704	9,306
Acquisition, integration and restructuring expenses	181	77	221	100
Depreciation expense	98	71	195	150
Amortization of intangible assets	1,394	369	2,790	738
INCOME FROM OPERATIONS	15	327	1,490	804
Interest expense	(2,199)	(392)	(5,493)	(752)
INCOME (LOSS) BEFORE INCOME TAX PROVISION	(2,184)	(65)	(4,003)	52
Provision for income tax	(694)	(64)	(666)	(130)
NET LOSS	\$ (2,878)	\$ (129)	\$ (4,669)	\$ (78)
NET LOSS ATTRIBUTABLE TO COMMON STOCKHOLDERS	\$ (2,878)	\$ (129)	\$ (4,669)	\$ (78)
BASIC INCOME (LOSS) PER SHARE	\$ (0.28)	\$ (0.01)	\$ (0.46)	\$ (0.01)
WEIGHTED AVERAGE NUMBER OF SHARES - BASIC AND DILUTED	10,426	9,384	10,165	9,382

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

[Table of Contents](#)

GEE GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (unaudited)
(In Thousands)

	<u>Common Stock Shares</u>	<u>Additional Paid In Capital</u>	<u>Accumulated Deficit</u>	<u>Total Shareholders' Equity</u>
Balance, September 30, 2016	9,379	\$ 37,615	\$ (13,082)	\$ 24,533
Amortization of stock option expense	-	902	-	902
Exercise of stock warrants	500	1,000	-	1,000
Net loss	-	-	(2,372)	(2,372)
Balance, September 30, 2017	9,879	39,517	(15,454)	24,063
Amortization of stock option expense	-	629	-	629
Issuance of stock for interest	457	1,594	-	1,594
Conversion of Preferred B stock to common stock	110	545	-	545
Net loss	-	-	(4,669)	(4,669)
Balance, March 31, 2018	10,446	\$ 42,285	\$ (20,123)	\$ 22,162

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

[Table of Contents](#)

GEE GROUP INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(In Thousands)

	Six Months Ended	
	March 31,	
	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (4,669)	\$ (78)
Adjustments to reconcile net loss to cash provided by (used in) operating activities:		
Depreciation and amortization	2,985	888
Stock option expense	629	385
Provision for doubtful accounts	(602)	-
Deferred income taxes	668	-
Amortization of debt discount and non cash extinguishment of debt	384	107
Changes in operating assets and liabilities -		
Accounts receivable	3,182	(1,530)
Accrued interest	(23)	-
Accounts payable	(607)	(961)
Accrued compensation	(2,968)	165
Other current items, net	1,039	756
Long-term liabilities	154	(13)
Net cash provided by (used in) operating activities	<u>172</u>	<u>(281)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of property and equipment	(199)	(66)
Acquisition payments, net of cash acquired	-	(470)
Net cash used in investing activities	<u>(199)</u>	<u>(536)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on the debt related to acquisitions	(504)	(1,153)
Payments on senior debt	(1,312)	-
Proceeds from exercise of stock warrants	-	1,000
Payments on capital lease	-	(11)
Net proceeds from short-term debt	-	15
Net proceeds from revolving credit	1,996	-
Net cash provided by (used in) financing activities	<u>180</u>	<u>(149)</u>
Net change in cash	153	(966)
Cash at beginning of period	<u>2,785</u>	2,528
Cash at end of period	<u>\$ 2,938</u>	<u>\$ 1,562</u>
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for interest	\$ 4,547	\$ 656
Cash paid for taxes	\$ -	\$ 130
Non-cash financing activities		
Stock paid for interest on subordinated note	\$ 1,209	\$ -
Stock paid for fees in connection with subordinated note	\$ 385	\$ -
Conversion of Preferred B stock to common stock	\$ 545	\$ -

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. Description of Business

GEE Group Inc. (the “Company”, “us”, “our” or “we”) was incorporated in the State of Illinois in 1962 and is the successor to employment offices doing business since 1893. We are a provider of permanent and temporary professional, industrial and physician assistant staffing and placement services in and near several major U.S cities. We specialize in the placement of information technology, engineering, medical and accounting professionals for direct hire and contract staffing for our clients and provide temporary staffing services for our commercial clients.

2. Significant Accounting Policies and Estimates

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and with the instructions to Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete consolidated financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. Operating results for the three and six-month period ended March 31, 2018 are not necessarily indicative of the results that may be expected for the year ending September 30, 2018. The unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended September 30, 2017 as filed on December 28, 2017.

Liquidity

The Company experienced significant net losses for its most recent fiscal year ended September 30, 2017, and for the first six-months of 2018. Management has implemented a strategy which includes cost reduction efforts, consolidation of certain back office activities to gain efficiencies as well as identifying strategic acquisitions, financed primarily through the issuance of preferred and common stock and convertible debt, to improve the overall profitability and cash flows of the Company.

As explained more fully in Note 6, the Company and its subsidiaries, as borrowers, entered into a Revolving Credit, Term Loan and Security Agreement (the “Credit Agreement”) after the close of business on March 31, 2017. Under the terms of the Credit Agreement, the Company may borrow up to \$73,750,000 consisting of a four-year term loan in the principal amount of \$48,750,000 and revolving loans in a maximum amount up to the lesser of (i) \$25,000,000 or (ii) an amount determined pursuant to a borrowing base that is calculated based on the outstanding amount of the Company's eligible accounts receivable, as described in the Credit Agreement. The loans under the Credit Agreement mature on March 31, 2021.

On April 3, 2017, the Company borrowed \$48,750,000 from term-loans and borrowed approximately \$7,476,316 from the Revolving Credit Facility for a total of \$56,226,316, which was used by the Company to repay existing indebtedness, to pay fees and expenses relating to the Credit Agreement, and to pay a portion of the purchase price for the acquisition of all of the outstanding stock of SNI Holdco Inc. pursuant to the Merger Agreement. Amounts borrowed under the Credit Agreement also may be used by the Company to partially fund capital expenditures, provide for on-going working capital needs and general corporate needs, and to fund future acquisitions subject to certain customary conditions of the lenders.

As of March 31, 2018, the Company had cash of approximately \$2,938,000, which was an increase of approximately \$153,000 from approximately \$2,785,000 at September 30, 2017. Negative working capital at March 31, 2018 was approximately \$960,000, as compared to working capital of approximately \$1,588,000 for September 30, 2017. The net loss for the six months ended March 31, 2018, was approximately \$4,669,000.

Management believes that the future cash flow from operations and the availability under the Revolving Credit Facility will provide sufficient liquidity for the next 12 months.

[Table of Contents](#)

Principles of Consolidation

The unaudited condensed consolidated financial statements include the accounts and transactions of the Company and its wholly-owned subsidiaries. All significant inter-company accounts and transactions are eliminated in consolidation.

Estimates and Assumptions

Management makes estimates and assumptions that can affect the amounts of assets and liabilities reported as of the date of the condensed consolidated financial statements, as well as the amounts of reported revenues and expenses during the periods presented. Those estimates and assumptions typically involve expectations about events to occur subsequent to the balance sheet date, and it is possible that actual results could ultimately differ from the estimates. If differences were to occur in a subsequent period, the Company would recognize those differences when they became known. Significant matters requiring the use of estimates and assumptions include, but may not be limited to, deferred income tax valuation allowances, accounts receivable allowances, accounting for acquisitions, accounting for derivatives and evaluation of impairment. Management believes that its estimates and assumptions are reasonable, based on information that is available at the time they are made.

Revenue Recognition

Direct hire placement service revenues are recognized when applicants accept offers of employment, less a provision for estimated losses due to applicants not remaining employed for the Company's guarantee period. Contract staffing service revenues are recognized when services are rendered.

Falloffs and refunds during the period are reflected in the unaudited condensed consolidated statements of operations as a reduction of placement service revenues and were approximately \$933,000 and \$125,000 for the six-month period ended March 31, 2018 and 2017 respectively. Expected future falloffs and refunds are reflected in the unaudited condensed consolidated balance sheet as a reduction of accounts receivable and were approximately \$491,000 as of March 31, 2018 and \$997,000 as of September 30, 2017, respectively.

Cost of Contract Staffing Services

The cost of contract services includes the wages and the related payroll taxes and employee benefits of the Company's employees while they work on contract assignments.

Cash and Cash Equivalents

Highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents. At March 31, 2018 and September 30, 2017, there were no cash equivalents. The Company maintains deposits in financial institutions in excess of amounts guaranteed by the Federal Deposit Insurance Corporation. Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed federally insured limits. We have never experienced any losses related to these balances.

Accounts Receivable

The Company extends credit to its various customers based on evaluation of the customer's financial condition and ability to pay the Company in accordance with the payment terms. An allowance for placement fall-offs is recorded, as a reduction of revenues, for estimated losses due to applicants not remaining employed for the Company's guarantee period. An allowance for doubtful accounts is recorded, as a charge to bad debt expense, where collection is considered to be doubtful due to credit issues. These allowances together reflect management's estimate of the potential losses inherent in the accounts receivable balances, based on historical loss statistics and known factors impacting its customers. The nature of the contract service business, where companies are dependent on employees for the production cycle allows for a small accounts receivable allowance. Based on management's review of accounts receivable, an allowance for doubtful accounts of approximately \$1,047,000 is considered necessary as of March 31, 2018 and \$1,712,000 at September 30, 2017, respectively. The Company charges uncollectible accounts against the allowance once the invoices are deemed unlikely to be collectible. The reserve includes the \$491,000 reserve for permanent placement falloffs considered necessary as of March 31, 2018 and \$997,000 as of September 30, 2017, respectively.

[Table of Contents](#)

Property and Equipment

Property and equipment are recorded at cost. Depreciation expense is calculated on a straight-line basis over estimated useful lives of five years for computer equipment and two to ten years for office equipment, furniture and fixtures. The Company capitalizes computer software purchased or developed for internal use and amortizes it over an estimated useful life of five years. The carrying value of property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that it may not be recoverable. If the carrying amount of an asset group is greater than its estimated future undiscounted cash flows, the carrying value is written down to the estimated fair value. There was no impairment of property and equipment for the six-months ended March 31, 2018 and 2017.

Goodwill

Goodwill represents the excess of cost over the fair value of the net assets acquired in the various acquisitions. The Company assesses goodwill for impairment at least annually. Testing goodwill for impairment allows the Company to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the entity determines that this threshold is not met, then performing the two-step impairment test is unnecessary. An impairment loss would be recognized to the extent the carrying value of goodwill exceeds its implied fair value.

Fair Value Measurement

The Company follows the provisions of the accounting standard which defines fair value, establishes a framework for measuring fair value and enhances fair value measurement disclosure. Under these provisions, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date.

The standard establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use on unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable prices that are based on inputs not quoted on active markets but corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

The fair value of the Company's current assets and current liabilities approximate their carrying values due to their short-term nature. The carrying value of the Company's long-term liabilities represents their fair value based on level 3 inputs. The Company's goodwill and other intangible assets are measured at fair value on a non-recurring basis using level 3 inputs, as discussed in Note 5.

Earnings and Loss per Share

Basic loss per share is computed by dividing net loss attributable to common stockholders by the weighted average common shares outstanding for the period. Diluted loss per share is computed giving effect to all potentially dilutive common shares. Potentially dilutive common shares may consist of incremental shares issuable upon the exercise of stock options and warrants and the conversion of notes payable to common stock. In periods in which a net loss has been incurred, all potentially dilutive common shares are considered anti-dilutive and thus are excluded from the calculation. There were approximately 10,319,000 and 1,038,602 of common stock equivalents excluded for the six months ended March 31, 2018 and 2017 because their effect is anti-dilutive, respectively. There were approximately 10,364,000 and 1,053,421 of common stock equivalents excluded for the three months ended March 31, 2018 and 2017, because their effect is anti-dilutive, respectively.

[Table of Contents](#)

Advertising Expenses

Most of the Company's advertising expense budget is used to support the Company's business. Most of the advertisements are in print or internet media, with expenses recorded as they are incurred. For the three and six months ended March 31, 2018 and 2017, included in selling, general and administrative expenses was advertising expense totaling approximately \$566,000 and \$1,165,000, and approximately \$216,000 and \$504,000, respectively.

Intangible Assets

Customer lists, non-compete agreements, customer relationships, management agreements and trade names were recorded at their estimated fair value at the date of acquisition and are amortized over their estimated useful lives ranging from two to ten years using both accelerated and straight-line methods.

Impairment of Long-lived Assets

The Company records an impairment of long-lived assets used in operations, other than goodwill, when events or circumstances indicate that the asset might be impaired and the estimated undiscounted cash flows to be generated by those assets over their remaining lives are less than the carrying amount of those items. The net carrying value of assets not recoverable is reduced to fair value, which is typically calculated using the discounted cash flow method. The Company did not record any impairment during the six months ended March 31, 2018 and 2017.

Stock-Based Compensation

The Company accounts for stock-based awards to employees in accordance with applicable accounting principles, which requires compensation expense related to share-based transactions, including employee stock options, to be measured and recognized in the financial statements based on a determination of the fair value of the stock options. The grant date fair value is determined using the Black-Scholes-Merton ("Black-Scholes") pricing model. For all employee stock options, we recognize expense over the requisite service period on an accelerated basis over the employee's requisite service period (generally the vesting period of the equity grant). The Company's option pricing model requires the input of highly subjective assumptions, including the expected stock price volatility, expected term, and forfeiture rate. Any changes in these highly subjective assumptions significantly impact stock-based compensation expense.

Options awarded to purchase shares of common stock issued to non-employees in exchange for services are accounted for as variable awards in accordance with applicable accounting principles. Such options are valued using the Black-Scholes option pricing model.

Upon the exercise of options, it is the Company's policy to issue new shares rather than utilizing treasury shares.

Income Taxes

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, we determine deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

[Table of Contents](#)

We recognize deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

We recognize interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statement of operations. As of September 30, 2017, no accrued interest or penalties are included on the related tax liability line in the consolidated balance sheet.

Reclassification

Certain reclassifications have been made to the financial statements as of and for the three and six months ended March 31, 2017 to conform to the current year presentation. There is no effect on assets, liabilities, equity or net income.

Segment Data

The Company provides the following distinctive services: (a) direct hire placement services, (b) temporary professional services staffing in the fields of information technology, engineering, medical, and accounting, and (c) temporary light industrial staffing. These distinct services can be divided into two reportable segments, Industrial Staffing Services and Professional Staffing Services. Selling, general and administrative expenses are not completely separately allocated among light industrial services and professional staffing services. Operating results are regularly reviewed by the chief operating decision maker to make decisions about resources to be allocated to the segment and to assess its performance. Other factors, including type of business, type of employee, length of employment and revenue recognition are considered in determining these operating segments.

3. Recent Accounting Pronouncements

On May 28, 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The ASU will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. In August 2015, the FASB issued ASU No. 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date, which delayed the effective date of the new standard from January 1, 2017 to January 1, 2018. The FASB also agreed to allow entities to choose to adopt the standard as of the original effective date. This ASU permits the use of either the retrospective or cumulative effect transition method. The new standard is effective for the Company beginning October 1, 2018. The Company is in the process of evaluating the impact of adoption of this guidance on its financial statements.

In February 2016, the FASB issued authoritative guidance which changes financial reporting as it relates to leasing transactions. Under the new guidance, lessees will be required to recognize a lease liability, measured on a discounted basis; and a right-of-use asset, for the lease term. The new guidance is effective for annual and interim periods beginning after December 15, 2018. Early application is permitted for all entities upon issuance. Lessees and lessors must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The Company is in the process of evaluating the impact of adoption of this guidance on its financial statements.

Table of Contents

In January 2017, the FASB issued ASU 2017-04, “Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment”. The update simplifies how an entity is required to test goodwill for impairment by eliminating Step 2 from the goodwill impairment test. Step 2 measures a goodwill impairment loss by comparing the implied fair value of a reporting unit’s goodwill with the carrying amount. The new rules will be effective for the Company in the first quarter of 2021. Early adoption is permitted. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements.

No other recent accounting pronouncements were issued by FASB and the SEC that are believed by management to have a material impact on the Company’s present or future financial statements.

4. Property and Equipment

Property and equipment, net consisted of the following:

(In thousands)	Useful Lives	March 31, 2018	September 30, 2017
Computer software	5 years	\$ 1,447	\$ 1,447
Office equipment, furniture and fixtures and leasehold improvements	2 to 10 years	3,442	3,243
Total property and equipment, at cost		4,889	4,690
Accumulated depreciation and amortization		(3,971)	(3,776)
Property and equipment, net		\$ 918	\$ 914

Leasehold improvements are amortized over the term of the lease.

Depreciation expense for the three and six-month periods ended March 31, 2018 and 2017 was approximately \$98,000 and \$195,000, and approximately \$71,000 and \$150,000, respectively.

5. Goodwill and Intangible Assets

Goodwill

The following table sets forth activity in goodwill from September 2016 through March 31, 2018. See Note 11 for details of acquisitions that occurred during the year ended September 30, 2017 (in thousands).

Goodwill as of September 30, 2016	\$ 18,590
Acquisition of SNI Companies	58,003
Goodwill as of September 30, 2017	<u>\$ 76,593</u>
Goodwill as of March 31, 2018	<u>\$ 76,593</u>

During the six months ended March 31, 2018 and the year ended September 30, 2017 the Company did not record any impairment of goodwill.

[Table of Contents](#)

Intangible Assets

As of March 31, 2018

(In Thousands)	Cost	Accumulated Amortization	Net Book Value
Customer Relationships	\$ 29,070	\$ 6,028	\$ 23,042
Trade Name	8,329	1,827	6,502
Non-Compete Agreements	4,331	1,616	2,715
	<u>\$ 41,730</u>	<u>\$ 9,471</u>	<u>\$ 32,259</u>

As of September 30, 2017

(In Thousands)	Cost	Accumulated Amortization	Net Book Value
Customer Relationships	\$ 29,070	\$ 4,601	\$ 24,469
Trade Name	8,329	1,115	7,214
Non-Compete Agreements	4,331	965	3,366
	<u>\$ 41,730</u>	<u>\$ 6,681</u>	<u>\$ 35,049</u>

The amortization expense attributable to the amortization of identifiable intangible assets was approximately \$1,394,000 and \$2,790,000 and \$369,000 and \$738,000 for the three and six months ended March 31, 2018 and 2017, respectively.

The trade names are amortized on a straight – line basis over the estimated useful life of ten years. Customer relationships are amortized based on the future undiscounted cash flows or straight – line basis over estimated remaining useful lives of five to ten years. Non-competite agreements are amortized based on a straight-line basis over the term of the non-competite agreement, typically five years. Over the next five years and thereafter, annual amortization expense for these finite life intangible assets will total approximately \$32,259,000, as follows: fiscal 2018 - \$2,792,000, fiscal 2019 - \$5,586,000, fiscal 2020 - \$5,005,000, fiscal 2021 - \$4,148,000, fiscal 2022 - \$3,469,000 and thereafter - \$11,259,000.

Long-lived assets, including purchased intangibles subject to amortization, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company regularly evaluates whether events and circumstances have occurred that indicate possible impairment and relies on a number of factors, including operating results, business plans, economic projections, and anticipated future cash flows. The Company uses an estimate of the future undiscounted net cash flows of the related asset or asset group over the remaining life in measuring whether the assets are recoverable.

6. Revolving Credit Facility and Term Loan

Revolving Credit, Term Loan and Security Agreement

After the close of business on March 31, 2017, the Company and its subsidiaries, as borrowers, entered into a Revolving Credit, Term Loan and Security Agreement (the “Credit Agreement”) with PNC, and certain investment funds managed by MGG. Initial funds were distributed on April 3, 2017 (the “Closing Date”) to repay existing indebtedness, pay fees and expenses relating to the Credit Agreement, and to pay a portion of the purchase price for the acquisition of the SNI Companies.

Under the terms of the Credit Agreement, the Company may borrow up to \$73,750,000 consisting of a four-year term loan in the principal amount of \$48,750,000 and revolving loans in a maximum amount up to the lesser of (i) \$25,000,000 or (ii) an amount determined pursuant to a borrowing base that is calculated based on the outstanding amount of the Company’s eligible accounts receivable, as described in the Credit Agreement. The loans under the Credit Agreement mature on March 31, 2021.

On August 31, 2017, the Company entered into a Consent to Extension of Waiver to the Credit Agreement (the “Waiver”). Under the terms of the Waiver, the Lenders and the Agents agreed to extend to October 3, 2017 the deadline by which the Company must deliver updated financial information satisfactory to the lenders in order to amend the financial covenant levels, execute a fully executed amendment to the Credit Agreement, and any other terms and conditions required by the lenders in their sole discretion. Additionally, the Company paid a \$73,500 consent fee to the Agents for the pro rata benefit of the lenders, in connection with the Waiver.

On August 31, 2017, an additional waiver to the Credit Agreement (“Additional Waiver”), pursuant to which the due date for the Company to deliver the subordination agreement and an amended subordinated note, executed by one of the Company’s subordinated lenders was extended from August 31, 2017 to October 3, 2017, was also obtained.

On October 2, 2017, the Company, the other borrower entities and guarantor entities named therein (collectively, the “Loan Parties”), PNC, and certain investment funds managed by MGG (collectively the (“Lenders”) entered into a First Amendment and Waiver (the “First Amendment”) to the Revolving Credit, Term Loan and Security Agreement dated as of March 31, 2017 (the “Credit Agreement”) by and among the Loan Parties, and the Lenders.

The First Amendment, which was effective as of October 2, 2017, modified the required principal repayment schedule with respect to the Term Loans. The Amendment also modified the ability of the Loan Parties to repay or make other payments with respect to certain other loans that are subordinated in right of payment to the indebtedness under the Credit Agreement.

Pursuant to the First Amendment the Lenders also waived any Event of Default arising out of the Loan Parties’ failure to deliver, on or before October 3, 2017, the materials satisfying the requirements of clauses (i) and (ii) of Section 5 of the Waiver to Revolving Credit, Term Loan and Security Agreement, dated as of August 14, 2017, as amended.

On November 14, 2017, the Company and its subsidiaries, as Borrowers, entered into a second amendment (the “Second Amendment”) to the Revolving Credit, Term Loan and Security Agreement, dated as of March 31, 2017 (the “Credit Agreement”).

Pursuant to the Second Amendment the Borrowers agreed, among other things, to use commercially reasonable efforts to prepay, or cause to be prepaid, \$10,000,000 in principal amount of Advances (as defined in the Credit Agreement) outstanding, which amount shall be applied to prepay the Term Loans in accordance with the applicable terms of the Credit Agreement. Any prepayment to the term loan is contingent upon a future financing, non-operational cash flow or excess cash flow as defined in the agreement. The Company also agreed to certain amendments to the loan covenants required to be maintained and agreed to pay to the Administrative Agent for the account of the Revolving Lenders, an amendment fee of \$364,140, in connection with their execution and delivery of the Second Amendment. Such fee is payable on the earlier of June 30, 2018, or the first date on which all of the obligations are paid in full in cash and the Credit Agreement is terminated.

[Table of Contents](#)

Revolving Credit Facility

At March 31, 2018, the Company had \$9,900,000 in outstanding borrowings under the Revolving Credit Facility, of which approximately \$8,000,000 was fixed for a three-month period at an interest of approximately 10.75%.

As of March 31, 2018, the Company had approximately \$3,400,000 available on the Revolving Credit facility.

The Revolving Credit Facility is secured by all of the Company's property and assets, whether real or personal, tangible or intangible, and whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title or interests.

Term Loan

At March 31, 2018 and September 30, 2017, the Company had outstanding balances under its Term Loan, as follows (in thousands):

	March 31, 2018	September 30, 2017
Term loan	\$ 46,828	\$ 48,141
Unamortized debt discount	(2,305)	(2,690)
	<u>44,523</u>	<u>45,451</u>
Short term portion of term loan	(6,187)	(3,433)
Term loan	<u>\$ 38,336</u>	<u>\$ 42,018</u>

The Term Loan is payable as follows, subject to acceleration upon the occurrence of an Event of Default under the Credit Agreement or termination of the Credit Agreement and provided that all unpaid principal, accrued and unpaid interest and all unpaid fees and expenses shall be due and payable in full on March 31, 2021. Principal payments are required as follows: Fiscal year 2018 – \$2,323,000, Fiscal year 2019 – \$7,728,000, Fiscal year 2020 – \$8,337,000 and Fiscal year 2021 - \$28,440,000.

The Company also is required to prepay the outstanding amount of the Term Loan in an amount equal to the Specified Excess Cash Flow Amount (as defined in the agreement) for the immediately preceding fiscal year, commencing with the fiscal year ending September 30, 2018.

The Credit Agreement contains certain covenants applicable to both the Revolving Credit Facility and Term Loan. At March 31, 2018, the Company did not meet its financial loan covenants and has obtained a temporary waiver from its lenders. Although there can be no absolute assurance, management believes that the conditions that led to the inability to achieve compliance with the financial covenants of the Credit Agreement as of March 31, 2018, improving and continues to believe that the Company will return to compliance with applicable future financial covenants.

In addition to these financial covenants, the Credit Agreement includes other restrictive covenants. The Credit Agreement permits capital expenditures up to a certain level and contains customary default and acceleration provisions. The Credit Agreement also restricts, above certain levels, acquisitions, incurrence of additional indebtedness, and payment of dividends.

The loans under the Credit Agreement for the period commencing on the Second Amendment Effective Date up to and including May 31, 2018, (i) so long as the Senior Leverage Ratio is equal to or greater than 3.75 to 1.00, an amount equal to 9.75% for Advances consisting of Domestic Rate Loans and 10.75% for Advances consisting of LIBOR Rate Loans and (ii) so long as the Senior Leverage Ratio is less than 3.75 to 1.00, an amount equal to 9.00% for Advances consisting of Domestic Rate Loans and 10.00% for Advances consisting of LIBOR Rate Loans.

Table of Contents

Commencing on June 1, 2018 up to and including August 31, 2018, (i) so long as the Senior Leverage Ratio is equal to or greater than 4.00 to 1.00, interest on the loans is payable in an amount equal to 14.00% for Advances consisting of Domestic Rate Loans and 15.00% for Advances consisting of LIBOR Rate Loans and (ii) so long as the Senior Leverage Ratio is less than 4.00 to 1.00, interest is payable in an amount equal to 9.75% for Advances consisting of Domestic Rate Loans and 10.75% for Advances consisting of LIBOR Rate Loans.

Commencing on September 1, 2018 through the remainder of the Term, (i) so long as the Senior Leverage Ratio is equal to or greater than 3.50 to 1.00, interest on the loans is payable in an amount equal to 14.00% for Advances consisting of Domestic Rate Loans and 15.00% for Advances consisting of LIBOR Rate Loans and (ii) so long as the Senior Leverage Ratio is less than 3.50 to 1.00, interest is payable in an amount equal to 9.00% for Advances consisting of Domestic Rate Loans and 10.00% for Advances consisting of LIBOR Rate Loans.

Loan Fees and Amortization

In connection with the Credit Agreement, the Company agreed to pay an original discount fee of approximately \$901,300, a closing fee for the term loan of approximately \$75,000, a finder's fee of approximately \$1,597,000 and a closing fee for the revolving credit facility of approximately \$500,000. The total of the loan fees paid is approximately \$3,073,300. The Company has recorded this as a reduction of the term-loan and amortized as interest expense over the term of the loans. During the period ended, March 31, 2018, the Company amortized approximately \$384,000 of the debt discount.

7. Accrued Compensation

Accrued Compensation includes accrued wages, the related payroll taxes, employee benefits of the Company's employees while they work on contract assignments, commissions earned and not yet paid and estimated commission payable.

8. Subordinated Debt – Convertible and Non-Convertible

At March 31, 2018 and September 30, 2017, the Company had outstanding balances under its Convertible and Non-convertible Subordinated Debt agreements, as follows (in thousands):

	March 31, 2018	September 30, 2017
10% Convertible Subordinated Note	\$ 4,185	\$ 4,185
Amended and Restated Non-negotiable promissory note	721	1,225
Subordinated Promissory Note	1,000	1,000
9.5% Convertible Subordinated Note	12,500	12,500
Total subordinated debt, convertible and non-convertible	18,406	18,910
Short-term portion of subordinated debt, convertible and non-convertible	(721)	(1,225)
Long-term portion of subordinated debt, convertible and non-convertible	<u>\$ 17,685</u>	<u>\$ 17,685</u>

[Table of Contents](#)

10% Convertible Subordinated Note

The Company had a Subordinated Note payable to Jax Legacy – Investment 1, LLC (“JAX Legacy”), pursuant to a Subscription Agreement dated October 2, 2015, in the amount of \$4,185,000, and which was scheduled to become due on October 2, 2018.

On April 3, 2017, the Company and JAX Legacy amended and restated the Subordinated Note in its entirety in the form of a 10% Convertible Subordinated Note (the “10% Note”) in the aggregate principal amount of \$4,185,000. The 10% Note matures on October 3, 2021 (the “Maturity Date”). The 10% Note is convertible into shares of the Company’s Common Stock at a conversion price equal to \$5.83 per share. All or any portion of the 10% Note may be redeemed by the Company for cash at any time on or after April 3, 2018 that the average daily VWAP of the Company’s Common Stock reported on the principal trading market for the Common Stock exceeds the then applicable Conversion Price for a period of 20 trading days. The redemption price shall be an amount equal to 100% of the then outstanding principal amount of the 10% Note being redeemed, plus accrued and unpaid interest thereon. The Company agreed to issue to the investors in JAX Legacy approximately 77,775 shares of common stock, at a value of approximately \$385,000 which was expensed as loss on the extinguishment of debt during the year ended September 30, 2017.

On December 13, 2017, the Company issued 135,655 shares of common stock for both the conversion and paid in kind interest through September 30, 2017.

On January 4, 2018, the Company issued approximately 41,000 shares of common stock to JAX Legacy related to the interest on the subordinated note through January 4, 2018. The stock was valued at approximately \$105,000.

On April 4, 2018, the Company issued approximately 42,500 shares of common stock to JAX Legacy related to the interest on the subordinated note through January 4, 2018. The stock was valued at approximately \$105,000.

Total discount recorded at issuance of the original Jax subordinated note payable was approximately \$647,000. Total amortization of debt discount for the year ended September 30, 2017 was approximately \$107,000, and the remaining \$322,000 was written off to loss on extinguishment of debt upon amendment and restatement resulting in the 10% Note.

Amended and Restated Non-Negotiable Promissory Note

On October 4, 2017, the Company executed an Amended and Restated Non-Negotiable Promissory Note in favor of William Daniel Dampier and Carol Lee Dampier (sellers of Access Data Consulting Corporation) in the amount of \$1,202,405 (the “Note”). This Note amends and, as so amended, restates in its entirety and replaces that certain Subordinated Nonnegotiable Promissory Note dated October 4, 2015, issued by the Company to William Daniel Dampier and Carol Lee Dampier in the original principal amount of \$3,000,000. The Company agreed to pay William Daniel Dampier and Carol Lee Dampier 12 equal installments of \$107,675, commencing on November 4, 2017 and ending on October 4, 2018. The entire loan is classified as current and subordinate to the senior debt.

Subordinated Promissory Note

On January 20, 2017, the Company entered into Addendum No. 1 (the “Addendum”) to the Stock Purchase Agreement dated as of January 1, 2016 (the “Paladin Agreement”) by and among the Company and Enoch S. Timothy and Dorothy Timothy (collectively, the “Sellers”). Pursuant to the terms of the Addendum, the Company and the Sellers agreed (a) that the conditions to the “Earnouts” (as defined in the Paladin Agreement) had been satisfied or waived and (b) that the amounts payable to the Sellers in connection with the Earnouts shall be amended and restructured as follows: (i) the Company paid \$250,000 in cash to the Sellers prior to January 31, 2017 (the “Earnout Cash Payment”) and (ii) the Company shall issue to the Sellers a subordinated promissory note in the principal amount of \$1,000,000 (the “Subordinated Note”). The Subordinated Note shall bear interest at the rate of 5.5% per annum. Interest on the Subordinated Note shall be payable monthly, principle can only be paid in stock until the term-loan and Revolving Credit Facility are repaid. The Subordinated Note shall have a term of three years and may be prepaid without penalty. The principal of and interest on the Subordinated Note may be paid, at the option of the Company, either in cash or in shares of common stock of the Company or in any combination of cash and common stock. The Sellers have agreed that all payments and obligations under the Subordinated Note shall be subordinate and junior in right of payment to any “Senior Indebtedness” (as defined in the Paladin Agreement) now or hereafter existing to “Senior Lenders” (current or future) (as defined in the Paladin Agreement).

[Table of Contents](#)

9.5% Convertible Subordinated Notes

On April 3, 2017, the Company issued and paid to certain SNIH Stockholders as part of the Merger Consideration (see note 11) an aggregate of \$12.5 million in aggregate principal amount of its 9.5% Convertible Subordinated Notes (the “9.5% Notes”). The 9.5% Notes mature on October 3, 2021 (the “Maturity Date”). The 9.5% Notes are convertible into shares of the Company’s Common Stock at a conversion price equal to \$5.83 per share. Interest on the 9.5% Notes accrues at the rate of 9.5% per annum and shall be paid quarterly in arrears on June 30, September 30, December 31 and March 31, beginning on June 30, 2017, on each conversion date with respect to the 9.5% Notes (as to that principal amount then being converted), and on the Maturity Date (each such date, an “Interest Payment Date”). At the option of the Company, interest may be paid on an Interest Payment Date either in cash or in shares of Common Stock of the Company, which Common Stock shall be valued based on the terms of the agreement, subject to certain limitations defined in the loan agreement. Each of the 9.5% Notes is subordinated in payment to the obligations of the Company to the lenders parties to that certain Revolving Credit, Term Loan and Security Agreement, dated as of March 31, 2017 by and among the Company, the Company’s subsidiaries named as borrowers therein (collectively with the Company, the “Borrowers”), the senior lenders named therein and PNC Bank, National Association, as administrative agent and collateral agent (the “Agent”) for the senior lenders (the “Senior Credit Agreement”), pursuant to those certain Subordination and Inter-creditor Agreements, each dated as of March 31, 2017 by and among the Company, the Borrowers, the Agent and each of the holders of the 9.5% Notes.

None of the 9.5% Notes issued to the SNIH Stockholders are registered under the Securities Act of 1933, as amended (the “Securities Act”). Each of the SNIH Stockholders who received 9.5% Notes is an accredited investor. The issuance of the 9.5% Notes to such SNIH Stockholders is exempt from the registration requirements of the Act in reliance on an exemption from registration provided by Section 4(2) of the Act.

Future minimum payments of subordinated debt will total approximately \$18,406,000 as follows: fiscal 2018 - \$615,000, fiscal 2019 - \$106,000, fiscal 2020 - \$1,000,000, fiscal 2021- \$0 and fiscal 2022 - \$16,685,000.

9. Equity

On March 31, 2017, the Company issued approximately 500,000 shares of common stock upon exercise of warrants by two officers and received cash of \$1,000,000.

On November 27, 2017, the Company issued approximately 135,655 shares of common stock to JAX Legacy related to the conversion of the subordinated note and the interest through October 4, 2017. The stock was valued at approximately \$595,000.

On January 4, 2018, the Company issued approximately 41,000 shares of common stock to JAX Legacy related to the interest on the subordinated note through January 4, 2018. The stock was valued at approximately \$105,000.

On January 4, 2018, the Company issued approximately 280,602 shares of common stock to the SNI Sellers related to the accrued interest of approximately \$894,000 on the subordinated note through January 4, 2018.

On January 25, 2018, the Company issued approximately 110,083 shares of common stock to a SNI Sellers for the conversion of approximately 110,083 shares of series B preferred shares.

On April 4, 2018, the Company issued approximately 120,654 shares of common stock to the SNI Sellers related to the accrued interest of approximately \$297,000 on the subordinated note through April 4, 2018.

On April 4, 2018, the Company issued approximately 42,529 shares of common stock to JAX Legacy related to the interest on the subordinated note through April 4, 2018. The stock was valued at approximately \$105,000.

Stock Options and Warrants

The Company has recognized compensation expense in the amount of approximately \$629,000 and \$385,000 during the six months ended March 31, 2018 and 2017, respectively, related to the issuance of stock options. The Company has recognized compensation expense in the amount of approximately \$336,000 and \$191,000 during the three months ended March 31, 2018 and 2017, respectively, related to the issuance of stock options.

During the six-month period ended March 31, 2018, there were options granted to purchase 200,000 shares of common stock with a weighted average price of approximately \$2.79 per common share. This estimated value was made using the Black-Scholes Merton option pricing model and approximated \$508,500. The stock options vest over a period between a one to a four-year period. The average expected life (years) of the options were 10 years, the estimated stock price volatility was 104% and the risk-free interest rate was 2.2%. At March 31, 2018, there was approximately \$2,268,000 of unamortized compensation.

At March 31, 2018, there were exercisable options outstanding to purchase approximately 434,100 shares of common stock and exercisable warrants to purchase approximately 497,000 shares of common stock. At March 31, 2018, there were stock options outstanding to purchase approximately 1,160,300 shares of common stock.

[Table of Contents](#)

10. Income Tax

The following table presents the provision for income taxes and our effective tax rate for the three and six months ended March 31, 2018 and 2017 (in thousands):

	Three Months Ended, March 31,	
	2018	2017
Provision for Income Taxes	694	64
Effective Tax Rate	-32%	-99%

The effective income tax rate on operations is based upon the estimated income for the year, and adjustments, if any, in the applicable quarterly periods for the potential tax consequences, benefits, resolutions of tax audits or other tax contingencies.

Our effective tax rate for the three months ended March 31, 2018 is higher than the statutory tax rate primarily due to a tax provision for state income taxes and an increase in the deferred tax liability related to indefinite lived assets.

Our effective tax rate for the three months ended March 31, 2018 was higher than the statutory rate primarily due to a change in the valuation allowance.

(in thousands)	Six Months Ended, March 31,	
	2018	2017
Provision for Income Taxes	666	130
Effective Tax Rate	-17%	250%

Our effective tax rate for the six months ended March 31, 2018 is lower than the statutory tax rate primarily due to a tax provision for state income taxes and an increase in the deferred tax liability related to indefinite lived assets being offset by a discrete tax benefit recorded for the impact from the US Tax Reform. The tax provision for the six months ended March 31, 2018 includes discrete tax benefit totaling \$0.4 million relating to the US Tax Reform that was recorded in the period ending December 31, 2017.

Our effective tax rate for the six months ended March 31, 2017 was higher than the statutory rate primarily due to a change in the valuation allowance.

On December 22, 2017, President Trump signed into law the "Tax Cuts and Jobs Act" ("US Tax Reform"). The US Tax Reform provides for significant changes in the U.S. Internal Revenue Code of 1986, as amended. Certain provisions of the US Tax Reform will become effective during our fiscal year ending September 30, 2018 with all provisions of the US Tax Reform effective as of the beginning of our fiscal year ending September 30, 2019. As the US Tax Reform was enacted after our year end of September 30, 2017, it had no impact on our fiscal 2017 financial results. The US Tax Reform contains provisions with separate effective dates but is generally effective for taxable years beginning after December 31, 2017.

Beginning on January 1, 2018, the US Tax Reform lowers the US corporate income tax rate to 21% from that date and beyond. We estimate that the revaluation of our US deferred tax assets and liabilities to the 21% corporate tax rate will reduce our net deferred tax liability by approximately \$0.4 million and is reflected as a tax benefit in our results for the quarter ending December 31, 2017.

Although we believe we have accounted for the parts of the US Tax Reform that will have the most significant impact on our financials, the ultimate impact of the US Tax Reform on our reported results in 2018 may differ from the estimates provided herein, due to, among other things, changes in interpretations and assumptions we have made, guidance that may be issued, and other actions we may take as a result of the US Tax Reform different from that presently contemplated.

11. Acquisitions

SNI

The Company entered into an Agreement and Plan of Merger dated as of March 31, 2017 (the “Merger Agreement”) whereby it has acquired 100% of the outstanding capital stock of SNI Companies, Inc., a Delaware corporation and a wholly-owned subsidiary of SNI Holdco (“SNI Companies” and collectively with SNI Holdco, the “Acquired Companies”). The aggregate consideration paid for the shares of SNI Holdco (the “Merger Consideration”) was approximately \$66,300,000.

Consolidated pro-forma unaudited financial statements

The following unaudited pro forma combined financial information is based on the historical financial statements of the Company and SNI Companies, Inc., after giving effect to the Company’s acquisition as if the acquisition occurred on October 1, 2016.

The following unaudited pro forma information does not purport to present what the Company’s actual results would have been had the acquisitions occurred on October 1, 2016, nor is the financial information indicative of the results of future operations. The following table represents the unaudited consolidated pro forma results of operations for the six months ended March 31, 2017 as if the acquisition occurred on October 1, 2016. The pro forma results of operations for the six months ended March 31, 2017 only include SNI Companies, as all other acquisitions either occurred prior to October 1, 2016 or had an immaterial effect on pro forma balances. Operating expenses have been increased for the amortization expense associated with the estimated fair value adjustment as of each acquisition during the respective period for the expected definite lived intangible assets. Operating expenses have been increased for the amortization expense associated with the fair value adjustment of definite lived intangible assets of approximately \$2,000,000 for the six months ended March 31, 2017 and \$1,000,000 for the three months ended March 31, 2017 for the SNI acquisition.

(in Thousands, except per share data)

Pro Forma, unaudited	Three Months Ended March 31, 2017	Six Months Ended March 31, 2017
Net sales	\$ 46,958	\$ 92,107
Cost of sales	\$ 30,964	\$ 60,586
Operating expenses	\$ 12,845	\$ 25,290
Net income	\$ 964	\$ 1,885
Basic income per common share	\$ 0.10	\$ 0.20
Dilutive income per common share	\$ 0.10	\$ 0.20

SNI's results of operations for the six months ended March 31, 2018 included in the actual results, included approximately \$49,710,000 of sales, and approximately \$742,000 of net income, respectively of SNI Companies.

The Company's consolidated financial statements for the three and six months ended March 31, 2018 include the actual results of all acquisitions.

12. Commitments and Contingencies

Leases

The Company leases space for all of its branch offices, which are located either in downtown or suburban business centers, and for its corporate headquarters. Branch offices are generally leased over periods ranging from three to five years. The corporate office lease expires in 2018. The leases generally provide for payment of basic rent plus a share of building real estate taxes, maintenance costs and utilities.

Rent expense was approximately \$856,000 and \$1,729,000 and \$307,000 and \$579,000 for the three and six-month periods ended March 31, 2018 and 2017, respectively. As of March 31, 2018, future minimum lease payments due under non-cancelable lease agreements having initial terms in excess of one year, including certain closed offices, totaled approximately \$5,445,000 as follows: fiscal 2018 - \$1,374,000, fiscal 2019 - \$2,303,000 fiscal 2020 - \$1,192,000, fiscal 2021 - \$320,000 fiscal 2022 - \$203,000 and thereafter - \$53,000.

Working Capital Deposit

The Company retained approximately \$1,500,000 of the purchase price, in cash, as a guarantee from the sellers of the SNI Companies that would provide a minimum of \$9,200,000 of working capital, as defined in the purchase agreement. As of March 31, 2018, the Company and the sellers of the SNI Companies have not agreed to the provided working capital and the cash continues to be retained by the Company with a corresponding liability reported in its consolidated balance sheet, pending final determination and resolution among the parties.

13. Segment Data

The Company provides the following distinctive services: (a) direct hire placement services, (b) temporary professional services staffing in the fields of information technology, engineering, medical, and accounting, and (c) temporary light industrial staffing. These distinct services can be divided into two reportable segments, Industrial Staffing Services and Professional Staffing Services. Some selling, general and administrative expenses are not fully allocated among light industrial services and professional staffing services.

[Table of Contents](#)

Unallocated Corporate expenses primarily include, certain executive compensation expenses and salaries, certain administrative salaries, corporate legal expenses, stock amortization expenses, consulting expenses, audit fees, corporate rent and facility costs, board fees, acquisition, integration and restructuring expenses and interest expense.

(In Thousands)	Three Months Ended		Six Months Ended	
	March 31,		March 31,	
	2018	2017	2018	2017
Industrial Staffing Services				
Industrial services revenue	\$ 5,127	\$ 6,125	\$ 10,999	\$ 12,106
Industrial services gross margin	13.6%	13.7%	14.7%	15.0%
Operating income	\$ 62	\$ 249	\$ 316	\$ 589
Depreciation & amortization	66	68	132	141
Accounts receivable – net	3,425	3,644	3,425	3,644
Intangible assets	583	800	583	800
Goodwill	1,084	1,084	1,084	1,084
Total assets	\$ 4,080	\$ 8,269	\$ 4,080	\$ 8,269
Professional Staffing Services				
Permanent placement revenue	\$ 5,337	\$ 1,459	\$ 11,108	\$ 2,609
Placement services gross margin	100%	100%	100%	100%
Professional services revenue	\$ 29,393	\$ 13,965	\$ 62,982	\$ 27,840
Professional services gross margin	25.8%	24.1%	26.5%	24.0%
Operating income	\$ 1,326	\$ 1,068	\$ 3,762	\$ 2,116
Depreciation and amortization	1,426	372	2,853	747
Accounts receivable – net	17,173	9,455	17,173	9,455
Intangible assets	31,676	9,556	31,676	9,556
Goodwill	75,509	71,506	75,509	17,506
Total assets	\$ 131,017	\$ 37,391	\$ 131,017	\$ 37,391
Unallocated Expenses				
Corporate administrative expenses	\$ 752	\$ 634	\$ 1,529	\$ 1,235
Corporate facility expenses	104	69	209	143
Stock option amortization expense	336	191	629	385
Board related expenses	-	19	-	38
Acquisition, integration and restructuring expenses	181	77	221	100
Total unallocated expenses	\$ 1,373	\$ 990	\$ 2,588	\$ 1,901
Consolidated				
Total revenue	\$ 39,857	\$ 21,549	\$ 85,089	\$ 42,555
Operating income	15	327	1,490	804
Depreciation and amortization	1,492	440	2,985	888
Total accounts receivables – net	20,598	13,099	20,598	13,099
Intangible assets	32,259	10,356	32,259	10,356
Goodwill	76,593	18,590	76,593	18,590
Total assets	\$ 135,097	\$ 45,660	\$ 135,097	\$ 45,660

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Overview

We specialize in the placement of information technology, engineering, and accounting professionals for direct hire and contract staffing for our clients, data entry assistants (medical scribes) who specialize in electronic medical records (EMR) services for emergency departments, specialty physician practices and clinics and provide temporary staffing services for our light industrial clients. The acquisitions of Agile Resources, Inc. ("Agile"), Access Data Consulting Corporation ("Access"), Paladin Consulting Inc. ("Paladin") and SNI Companies, Inc. ("SNI") expanded our geographical footprint within the placement and contract staffing of information technology.

The Company markets its services using the trade names General Employment Enterprises, Omni One, Ashley Ellis, Agile Resources, Scribe Solutions Inc., Access Data Consulting Corporation, Paladin Consulting Inc., SNI Companies, Inc., Triad Personnel Services and Triad Staffing. As of March 31, 2018, we operated forty-four branch offices in downtown or suburban areas of major U.S. cities in sixteen states. We have one office located in each of Arizona, Connecticut, Georgia, Iowa, Maryland, Minnesota, Pennsylvania, Washington DC and Virginia, two offices in New Jersey, four offices in Colorado, Massachusetts, Illinois and Texas, seven offices in Ohio and ten offices in Florida.

Management has implemented a strategy which included cost reduction efforts as well as identifying strategic acquisitions, financed primarily through the issuance of equity and debt to improve the overall profitability and cash flows of the Company. We believe our current segments complement one another and position us for future growth.

Results of Operations – Three Months Ended March 31, 2018 Compared to the Three Months Ended March 31, 2017

Results of Operations

Net Revenues

Consolidated net revenues are comprised of the following:

(In thousands)	Three Months Ended March 31,		\$ change	% change
	2018	2017		
Direct hire placement services	\$ 5,337	\$ 1,459	\$ 3,878	266%
Professional contract services	29,393	13,965	15,428	110
Industrial contract services	5,127	6,125	(998)	(16)
Consolidated Net Revenues	\$ 39,857	\$ 21,549	\$ 18,308	85%

Consolidated net revenues increased approximately \$18,308,000 or 85% compared with the same period last year. The Company acquired SNI as of March 31, 2017, which increased the direct hire placement and professional contract services significantly in the fiscal 2018 second quarter. These substantial increases were offset to a small extent by declines in the total number of recruiters, sales professionals and others as the result of strategic personnel actions instituted by management and by a slower than normal post-holiday recovery in hiring in many markets coupled with inclement weather stemming from Nor'easters and Snow Storms in the Northeast, MidAtlantic and Midwest regions where the Company has offices. The result was a slower than normal start for the 2018 fiscal second quarter resulting in a reduction in billable hours for contract workers as well as fewer direct hire placements during the months of January and February.

[Table of Contents](#)

Cost of Contract Services

Cost of services includes wages and related payroll taxes and employee benefits of the Company's employees while they work on contract assignments. Cost of contract services for the three-month period ended March 31, 2018 increased by approximately 65% to approximately \$26,231,000 compared with the prior period of approximately \$15,894,000. The increase includes approximately \$12,377,000 in cost of contract services related to SNI. The Cost of contract services, as a percentage of contract revenue, for the three-month period ended March 31, 2018 improved approximately 8 percentage points (800 bps) to 66% compared with the prior period of approximately 74%. The change in the contract revenue gross margin is related to several factors, including the increased amount of permanent placements from SNI and margin improvement initiatives in professional contract services, offset to a small extent by a decrease in industrial contract services revenues.

Gross Profit percentage by segment:

	Three Months Ended March 31, 2018	Three Months Ended March 31, 2017
Gross Profit Margin %		
Direct hire placement services	100%	100%
Industrial contract services	13.6%	13.7%
Professional contract services	25.8%	24.1%
Combined Gross Profit Margin % (1)	<u>34.2%</u>	<u>26.2%</u>

(1) Includes gross profit from direct hire placements, for which all associated costs are recorded as selling, general and administrative expenses.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include the following categories:

- Compensation and benefits in the operating divisions, comprised of salaries, wages and commissions earned by the Company's employment consultants and branch managers on permanent and temporary placements.
- Administrative compensation, which includes salaries, wages, payroll taxes and employee benefits associated with general management and the operation of the finance, legal, human resources and information technology functions.
- Occupancy costs, which includes office rent, and other office operating expenses.
- Recruitment advertising, which includes the cost of identifying job applicants.
- Other selling, general and administrative expenses, which includes travel, bad debt expense, fees for outside professional services and other corporate-level expenses such as business insurance and taxes.

[Table of Contents](#)

The Company's largest selling, general and administrative expense is for compensation in the operating divisions. Most of the Company's sales agents and recruiters are paid on a commission basis and receive advances against future commissions. When commissions are earned, prior advances are applied against them and the sales agent or recruiter is paid the net amount. The Company recognizes the full amount as commission expense, and advance expense is reduced by the amount recovered. Thus, the Company's advance expense represents the net amount of advances paid, less amounts applied against commissions, plus commission accruals for billed but uncollected revenue.

Selling, general and administrative expenses for the three months ended March 31, 2018 increased by approximately \$7,127,000 or approximately 148% compared to the same period last year. The net increase was primarily related to the inclusion of selling, general and administrative expenses of SNI following the acquisition by the Company, offset by cost reductions, principally in general and administrative costs, undertaken by management. Management continues efforts to reduce general and administrative expenses as the Company consolidates the back office and can capitalize on the Company's growth.

Amortization Expense

Amortization expense for the three months ended March 31, 2018, increased \$1,025,000, or 278% compared with the prior period, primarily as a result of the acquisition of SNI in April 2017 and the related amortization of their identified intangible assets.

Interest Expense

Interest expense for the three months ended March 31, 2018, increased by approximately \$1,807,000 or 461% compared with the same period last year primarily as a result of the newly obtained long-term debt, the interest expense and fees associated with acquisition payments, and higher average borrowings related to the new acquisitions. Interest expense includes non-cash payments in kind ("PIK") of the Company's common stock of approximately \$402,000 for the fiscal 2018 quarter ended March 31, 2018.

Net Loss

Higher interest expense and amortization of intangibles related to the fiscal 2017 third quarter acquisition of the SNI Companies contributed to the increased net loss for the quarter.

Results of Operations – Six Months Ended March 31, 2018 Compared to the Six Months Ended March 31, 2017

Results of Operations

Net Revenues

Consolidated net revenues are comprised of the following:

(In thousands)	Six Months Ended March 31,		\$ change	% change
	2018	2017		
Direct hire placement services	\$ 11,108	\$ 2,609	\$ 8,499	326%
Professional contract services	62,982	27,840	35,142	126
Industrial contract services	10,999	12,106	(1,107)	(9)
Consolidated Net Revenues	\$ 85,089	\$ 42,555	\$ 42,534	100%

Consolidated net revenues increased approximately \$42,534,000 or 100% compared with the same period last year. The Company acquired SNI as of March 31, 2017, which increased the direct hire placement and professional contract services significantly in the first six months of fiscal 2018. These substantial increases were offset to a small extent by declines in the total number of recruiters, sales professionals and others as the result of strategic personnel actions instituted by management and by a slower than normal post-holiday recovery in hiring in many markets coupled with inclement weather stemming from Nor'easters and Snow Storms in the Northeast, MidAtlantic and Midwest regions where the Company has offices. The result was a slower than normal start for the first six months of fiscal 2018 resulting in a reduction in billable hours for contract workers as well as fewer direct hire placements during the months of January and February.

[Table of Contents](#)

Cost of Contract Services

Cost of services includes wages and related payroll taxes and employee benefits of the Company's employees while they work on contract assignments. Cost of contract services for the six-month period ended March 31, 2018 increased by approximately 77% to approximately \$55,689,000 compared with the prior period of approximately \$31,457,000. The increase includes approximately \$26,622,000 in cost of contract services related to SNI. The cost of contract services, as a percentage of contract revenue, for the six-month period ended March 31, 2018 decreased approximately 9 percentage points (850 bps) to 65% compared with the prior period of approximately 74%. The change in the contract revenue gross margin is related to several factors, including the increased amount of permanent placements from SNI and margin improvement initiatives in professional contract services, offset to a small extent by a decrease in industrial contract services revenues.

Gross Profit percentage by segment:

	Six Months Ended March 31, 2018	Six Months Ended March 31, 2017
Gross Profit Margin %		
Direct hire placement services	100%	100%
Industrial contract services	14.7%	15.0%
Professional contract services	26.5%	24.0%
Combined Gross Profit Margin % (1)	<u>34.6%</u>	<u>26.1%</u>

(1) Includes gross profit from direct hire placements, which all associated costs are recorded as selling, general and administrative expenses.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include the following categories:

- Compensation and benefits in the operating divisions, comprised of salaries, wages and commissions earned by the Company's employment consultants and branch managers on permanent and temporary placements.
- Administrative compensation, which includes salaries, wages, payroll taxes and employee benefits associated with general management and the operation of the finance, legal, human resources and information technology functions.
- Occupancy costs, which includes office rent, and other office operating expenses.
- Recruitment advertising, which includes the cost of identifying job applicants.
- Other selling, general and administrative expenses, which includes travel, bad debt expense, fees for outside professional services and other corporate-level expenses such as business insurance and taxes.

[Table of Contents](#)

The Company's largest selling, general and administrative expense is for compensation in the operating divisions. Most of the Company's sales agents and recruiters are paid on a commission basis and receive advances against future commissions. When commissions are earned, prior advances are applied against them and the sales agent or recruiter is paid the net amount. The Company recognizes the full amount as commission expense, and advance expense is reduced by the amount recovered. Thus, the Company's advance expense represents the net amount of advances paid, less amounts applied against commissions, plus commission accruals for billed but uncollected revenue.

Selling, general and administrative expenses for the six months ended March 31, 2018 increased by approximately \$15,398,000 or approximately 165% compared to the same period last year. The net increase was primarily related to the inclusion of selling, general and administrative expenses of SNI following the acquisition by the Company, offset by cost reductions, principally in general and administrative costs, undertaken by management. Management continues efforts to reduce general and administrative expenses as the Company consolidates the back office and can capitalize on the Company's growth.

Amortization Expense

Amortization expense for the six months ended March 31, 2018, increased \$2,052,000, or 278% compared with the prior period, primarily as a result of the acquisition of SNI in April 2017 and the related amortization of their identified intangible assets.

Interest Expense

Interest expense for the six months ended March 31, 2018, increased by approximately \$4,741,000 or 630% compared with the same period last year primarily as a result of the newly obtained long-term debt, the interest expense for acquisition payments and higher average borrowings related to the new acquisitions. Interest expense includes non-cash payments in kind ("PIK") of the Company's common stock of approximately \$402,000 for the fiscal 2018 quarter ended March 31, 2018.

Net Loss

Higher interest expense and amortization of intangibles related to the fiscal 2017 third quarter acquisition of the SNI Companies contributed to the increased net loss for the first six months of fiscal 2018.

Liquidity and Capital Resources

The principal sources of cash and liquidity used in operations by the Company are revenues from clients who contract for its staffing and placement services and temporary borrowings under its Revolving Credit Facility. Principal uses of cash are for the payment of cost of contract services, which are principally comprised of compensation and benefits, including salaries, bonuses and commissions to contract personnel and for the payment sales, general and administrative expenses, income taxes and related items, and principal and interest payments on borrowings.

The following table sets forth certain consolidated statements of cash flows data (in thousands):

	For the six months ended March 31, 2018	For the six months ended March 31, 2017
Cash flows provided by (used) in operating activities	\$ 172	\$ (281)
Cash flows used in investing activities	\$ (199)	\$ (536)
Cash flows provided by (used in) financing activities	\$ 180	\$ (149)

The Company experienced significant net losses for its most recent fiscal year ended September 30, 2017, and for the first six-months of 2018. Management has implemented a strategy which included cost reduction efforts as well as identifying strategic acquisitions, financed primarily through the issuance of common stock, to improve the overall profitability and cash flows of the Company.

[Table of Contents](#)

As of March 31, 2018, the Company had cash of approximately \$2,938,000, which was an increase of approximately \$153,000 from approximately \$2,785,000 at September 30, 2017. Negative working capital at March 31, 2018 was approximately \$960,000, as compared to working capital of approximately \$1,588,000 for September 30, 2017. The net loss for the six months ended March 31, 2018, was approximately \$4,669,000.

Net cash provided by (used in) operating activities for the six months ended March 31, 2018 and 2017 was approximately \$172,000 and \$(281,000), respectively. The fluctuation is due to the significant loss from operations, increase in accrued interest, increase in accounts payable, decrease in accrued compensation, decrease in accounts receivable and increase in other current assets for the quarter ended March 31, 2018 and offset by non-cash related expense for depreciation, amortization and stock compensation.

At March 31, 2018 there was approximately \$403,000 of accrued interest that was payable with the Company's common stock.

Net cash used in investing activities for the six months ended March 31, 2018 and 2017 was approximately \$(199,000) and \$(536,000), respectively. The primary use of cash was for acquisition of furniture and equipment for new offices.

Net cash flows provided by and used in financing activities for the six months ended March 31, 2018 was approximately \$180,000 compared to approximately \$(149,000) in the six months ended March 31, 2017. Fluctuations in financing activities are attributable to the net borrowings of the revolving credit facility, offset by payments on other debt.

After the close of business on March 31, 2017, the Company and its subsidiaries, as borrowers, entered into a Revolving Credit, Term Loan and Security Agreement (the "Credit Agreement") with PNC, and certain investment funds managed by MGG. Initial funds were distributed on April 3, 2017 (the "Closing Date") to repay existing indebtedness, pay fees and expenses relating to the Credit Agreement, and to pay a portion of the purchase price for the acquisition of the SNI Companies.

Under the terms of the Credit Agreement, the Company may borrow up to \$73,750,000 consisting of a four-year term loan in the principal amount of \$48,750,000 and revolving loans in a maximum amount up to the lesser of (i) \$25,000,000 or (ii) an amount determined pursuant to a borrowing base that is calculated based on the outstanding amount of the Company's eligible accounts receivable, as described in the Credit Agreement. The loans under the Credit Agreement mature on March 31, 2021.

On the Closing Date of the Credit Agreement, the Company borrowed \$48,750,000 from term-loans and borrowed approximately \$7,476,316 from the Revolving Credit Facility for a total of \$56,226,316, which was used by the Company to repay existing indebtedness, to pay fees and expenses relating to the Credit Agreement, and to pay a portion of the purchase price for the acquisition of all of the outstanding stock of SNI Holdco Inc. pursuant to the Merger Agreement. Amounts borrowed under the Credit Agreement also may be used by the Company to partially fund capital expenditures, provide for on-going working capital needs and general corporate needs, and to fund future acquisitions subject to certain customary conditions of the lenders.

The Credit Agreement contains certain covenants applicable to both the Revolving Credit Facility and Term Loan. At March 31, 2018, the Company did not meet its financial loan covenants and has obtained a temporary waiver from its lenders. Although there can be no absolute assurance, management believes that the conditions that led to the inability to achieve compliance with the financial covenants of the Credit Agreement as of March 31, 2018, are improving and continues to forecast results that indicate that the Company will return to compliance with applicable future financial covenants.

In addition to the financial covenants, the Credit Agreement includes other restrictive covenants. The Credit Agreement permits capital expenditures up to a certain level, and contains customary default and acceleration provisions. The Credit Agreement also restricts, above certain levels, acquisitions, incurrence of additional indebtedness, and payment of dividends.

[Table of Contents](#)

Minimum debt service payments (principal) for the twelve-month period commencing after the close of business on March 31, 2018, are approximately \$6,908,000. All of the Company's office facilities are leased. Minimum lease payments under all of the Company's lease agreements for the twelve-month period commencing after the close of business on March 31, 2018, are approximately \$2,526,000.

Management believes that the future cash flow from operations and the availability of borrowings under the Revolving Credit Facility will provide sufficient liquidity for the next 12 months.

Off-Balance Sheet Arrangements

As of March 31, 2018, there were no transactions, agreements or other contractual arrangements to which an unconsolidated entity was a party, under which the Company (a) had any direct or contingent obligation under a guarantee contract, derivative instrument or variable interest in the unconsolidated entity, or (b) had a retained or contingent interest in assets transferred to the unconsolidated entity.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Not applicable.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

As of March 31, 2018, the Company's management evaluated, with the participation of its principal executive officer and its principal financial officer, the effectiveness of the Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the Exchange Act"). Based on that evaluation, the Company's principal executive officer and its principal financial officer concluded that the Company's disclosure controls and procedures were effective as of March 31, 2018.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting or in any other factors that could significantly affect these controls, during the Company's second quarter ended March 31, 2018, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

[Table of Contents](#)

PART II – OTHER INFORMATION.

Item 1. Legal Proceedings.

None.

Item 1A. Risk Factors.

Not required.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Not required.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not Applicable

Item 5. Other Information.

None.

[Table of Contents](#)

Item 6. Exhibits

The following exhibits are filed as a part of Part I of this report:

No.	Description of Exhibit
<u>10.79</u>	<u>Second Waiver to Revolving Credit, Term Loan and Security Agreement</u>
<u>31.01</u>	<u>Certifications of the principal executive officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act.</u>
<u>31.02</u>	<u>Certifications of the principal financial officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act.</u>
<u>32.01</u>	<u>Certifications of the principal executive officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act and Section 1350 of Title 18 of the United States Code.</u>
<u>32.02</u>	<u>Certifications of the principal financial officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act and Section 1350 of Title 18 of the United States Code.</u>
101.INS	Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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 thereunto duly authorized.

GEE GROUP INC.
(Registrant)

Date: May 15, 2018

By: /s/ Derek Dewan
Derek Dewan
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Andrew J. Norstrud
Andrew J. Norstrud
Chief Financial Officer
(Principal Financial and Accounting
Officer)

**SECOND WAIVER
TO REVOLVING CREDIT, TERM LOAN
AND SECURITY AGREEMENT**

SECOND WAIVER, dated as of May 15, 2018 (this "Waiver"), to the Revolving Credit, Term Loan and Security Agreement dated as of March 31, 2017 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GEE GROUP INC., an Illinois corporation ("Holdings"), SCRIBE SOLUTIONS, INC., a Florida corporation ("Scribe"), AGILE RESOURCES, INC., a Georgia corporation ("Agile"), ACCESS DATA CONSULTING CORPORATION, a Colorado corporation ("Access"), TRIAD PERSONNEL SERVICES, INC., an Illinois corporation ("Triad Personnel"), TRIAD LOGISTICS, INC., an Ohio corporation ("Triad Logistics"), PALADIN CONSULTING, INC., a Texas corporation ("Paladin"), BMCH, INC., an Ohio corporation ("BMCH"), GEE GROUP PORTFOLIO INC., a Delaware corporation and the surviving corporation of the merger of SNI HOLDCO INC., a Delaware corporation, with and into GEE Group Portfolio Inc., a Delaware corporation ("SNI Holdings"), and SNI COMPANIES, a Delaware corporation ("SNI" and together with Holdings, Scribe, Agile, Access, Triad Personnel, Triad Logistics, Paladin, BMCH, SNI Holdings and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), each Subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor"), and together with the Borrowers, collectively, the "Loan Parties" and each a "Loan Party"), the lenders which now are or which thereafter become a party thereto that make Revolving Advances thereunder (together with their respective successors and assigns, collectively, the "Revolving Lenders" and each a "Revolving Lender"), the lenders which now are or which thereafter become a party thereto that made or acquire an interest in the Term Loans (together with their respective successors and assigns, collectively, the "Term Loan Lenders" and each a "Term Loan Lender"), and together with the Revolving Lenders, collectively, the "Lenders" and each a "Lender"), MGG INVESTMENT GROUP LP ("MGG"), as administrative agent for the Lenders (together with its successors and assigns, in such capacity, the "Administrative Agent"), as collateral agent for the Lenders (together with its successors and assigns, in such capacity, the "Collateral Agent"), and as term loan agent for the Lenders (together with its successors and assigns, in such capacity, the "Term Loan Agent" and together with the Administrative Agent and the Collateral Agent, each an "Agent" and, collectively, the "Agents").

WHEREAS, the Borrowers, the Guarantors, the Agents and the Required Lenders wish to modify certain terms and provisions of the Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All terms used herein that are defined in the Credit Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

2. Waiver.

(a) Pursuant to the request by the Loan Parties, but subject to satisfaction of the conditions set forth in Section 4 hereof, and in reliance upon (A) the representations and warranties of Loan Parties set forth herein and in the Credit Agreement and (B) the agreements of the Loan Parties set forth herein, the Agents and the Required Lenders hereby waive any Defaults and Events of Default under the Credit Agreement that have solely arisen or would otherwise solely arise under Section 10.5(i) of the Credit Agreement solely by reason of the Loan Parties failing to comply with the financial covenants in Section 6.5 of the Credit Agreement for the period ending March 31, 2018.

(b) The waiver in this Section 2 shall be effective only in this specific instance and for the specific purpose set forth herein and does not allow for any other or further departure from the terms and conditions of the Credit Agreement or any Other Document, which terms and conditions shall continue in full force and effect.

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in the Credit Agreement and in each Other Document, certificate or other writing delivered by or on behalf of the Loan Parties to any Agent or any Lender pursuant to the Credit Agreement or any Other Document on or prior to the Waiver Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Waiver Effective Date as though made on and as of such date (unless such representations or warranties are stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Waiver Effective Date or would result from this Waiver becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute this Waiver and deliver each Other Document to which it is a party, and to consummate the transactions contemplated hereby and by the Credit Agreement, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect.

(c) Authorization; Etc. The execution, delivery and performance of this Waiver by the Loan Parties, and the performance of the Credit Agreement, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Organizational Documents, (B) any material law or regulation, or any judgment, order or decree of any Governmental Body or (C) any Material Contract binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Other Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except, in the case of clause (iv), to the extent where such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Body is required in connection with the due execution, delivery and performance by any Loan Party of this Waiver or any Other Document to which it is or will be a party.

4. Conditions to Effectiveness. This Waiver shall become effective only upon satisfaction in full, in a manner reasonably satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied or waived being herein called the "Waiver Effective Date"):

(a) The Agents shall have received this Waiver, duly executed by the Loan Parties, each Agent and the Required Lenders.

(b) The representations and warranties contained in this Waiver and in the Credit Agreement and in each Other Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Waiver Effective Date as though made on and as of such date (unless such representations or warranties are stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date).

(c) Except as expressly waived herein, no Default or Event of Default shall have occurred and be continuing on the Waiver Effective Date or result from this Waiver becoming effective in accordance with its terms.

5. Continued Effectiveness of the Credit Agreement and Other Documents. Each Loan Party hereby (i) acknowledges and consents to this Waiver, (ii) confirms and agrees that the Credit Agreement and each Other Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Waiver Effective Date all references in any such Other Document to "the Credit Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended or modified by this Waiver, and (iii) confirms and agrees that to the extent that any such Other Document purports to assign or pledge to the Collateral Agent for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent for the benefit of the Agents and the Lenders a security interest in or Lien on, any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Credit Agreement (as amended hereby) and the Other Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Waiver does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Credit Agreement, or the obligations of the Loan Parties under any Other Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Waiver shall not operate as a waiver of any right, power or remedy of the Agents or any Lender under the Credit Agreement or any Other Document, nor constitute a waiver of any provision of the Credit Agreement or any Other Document.

6. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Affiliates has any claim or cause of action against any Agent or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) under the Credit Agreement and the Other Documents and (b) each Agent and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to such Loan Party and its Affiliates under the Credit Agreement and the Other Documents. Notwithstanding the foregoing, the Agents and the Lenders wish (and each Loan Party agrees) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of the Agents' and the Lenders' rights, interests, security and/or remedies under the Credit Agreement and the Other Documents. Accordingly, for and in consideration of the agreements contained in this Waiver and other good and valuable consideration, each Loan Party (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasers") does hereby fully, finally, unconditionally and irrevocably release and forever discharge each Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the "Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releaser has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Waiver Effective Date and arising out of, connected with or related in any way to this Waiver, the Credit Agreement or any Other Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of each Loan Party, or the making of any Loans, or the management of such Loans or the Collateral, in each case, on or prior to the Waiver Effective Date.

As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of each provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

As to each and every claim released hereunder, each Loan Party also waives the benefit of each other similar provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

Each Loan Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Loan Party, for itself and on behalf of its successors, assigns, and officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of the Released Parties above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) the Released Parties on the basis of any claim released, remised and discharged by such Person pursuant to this Section 6. Each Loan Party further agrees that it shall not dispute the validity or enforceability of the Credit Agreement or any of the Other Documents or any of its obligations thereunder, or the validity, priority, enforceability or the extent of Collateral Agent's Lien on any item of Collateral under the Credit Agreement or the Other Documents. If any Loan Party or any of its respective successors, assigns, or officers, directors, employees, agents and attorneys, or any Person acting for or on behalf of, or claiming through it violate the foregoing covenant, such Person, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as the Released Parties may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by the Released Parties as a result of such violation.

7. Miscellaneous.

(a) This Waiver may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Waiver by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Waiver.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Waiver for any other purpose.

(c) This Waiver shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Waiver constitutes a "Other Document" under the Credit Agreement. Accordingly, it shall be an Event of Default under the Credit Agreement if (i) any representation or warranty made by a Loan Party under or in connection with this Waiver shall have been untrue, false or misleading in any material respect when made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Waiver.

(e) Any provision of this Waiver that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) The Borrowers will pay on demand all reasonable fees, costs and expenses of the Agents and the Lenders party to this Waiver in connection with the preparation, execution and delivery of this Waiver or otherwise payable under the Credit Agreement, including, without limitation, reasonable fees, disbursements and other charges of counsel to the Agents and the Lenders party to this Waiver.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Waiver to be executed and delivered as of the date set forth on the first page hereof.

BORROWERS:

GEE GROUP INC.

By: _____
Name:
Title:

SCRIBE SOLUTIONS INC.

By: _____
Name:
Title:

AGILE RESOURCES, INC.

By: _____
Name:
Title:

ACCESS DATA CONSULTING CORPORATION

By: _____
Name:
Title:

TRIAD PERSONNEL SERVICES, INC.

By: _____
Name:
Title:

TRIAD LOGISTICS, INC.

By: _____
Name:
Title:

PALADIN CONSULTING, INC.

By: _____
Name:
Title:

BMCH, INC.

By: _____
Name:
Title:

GEE GROUP PORTFOLIO INC.

By: _____
Name:
Title:

SNI COMPANIES

By: _____
Name:
Title:

AGENTS:

MGG INVESTMENT GROUP LP,
as Administrative Agent, Collateral Agent Term Loan
Agent

By: _____
Name:
Title:

LENDERS:

MGG FUNDING II, LLC,
as Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG SF DRAWDOWN UNLEVERED FUND LP,
as Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG SF EVERGREEN UNLEVERED FUND LP,
as Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG CANADA FUND LP,
as Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG OFFSHORE FUNDING I, LLC, as
Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG SPECIALTY FINANCE FUND LP, as
Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG SF EVERGREEN MASTER FUND
(CAYMAN) LP, as Lender

By: MGG Investment Group GP LLC

By: _____
Name:
Title:

MGG SF DRAWDOWN MASTER FUND
(CAYMAN) LP, as Lender

By: MGG Investment Group GP II LLC

By: _____
Name:
Title:

MGG SF DRAWDOWN MASTER FUND
(CAYMAN) LP, Lender

By: MGG Investment Group GP II LLC

By: _____
Name:
Title:

CERTIFICATION

I, Derek Dewan, certify that:

1. I have reviewed this Form 10-Q quarterly report for the six-month period ended March 31, 2018 of GEE Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 15, 2018

By: /s/ Derek Dewan

Derek Dewan
(Principal Executive Officer)

CERTIFICATION

I, Andrew J. Norstrud, certify that:

1. I have reviewed this Form 10-Q quarterly report for the six-month period ended March 31, 2018 of GEE Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 15, 2018

By: /s/ Andrew J. Norstrud

Andrew J. Norstrud
Chief Financial Officer
(Principal Financial Officer)

CERTIFICATIONS PURSUANT TO SECTION 1350

OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE

In connection with the Quarterly Report of GEE Group Inc. (the "Company") on Form 10-Q for the six-month period ended March 31, 2018 filed with the Securities and Exchange Commission (the "Report"), the undersigned hereby certifies, in his capacity as an officer of the Company, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of the Company.

Date: May 15, 2018

By: /s/ Derek Dewan

Derek Dewan
(Principal Executive Officer)

CERTIFICATIONS PURSUANT TO SECTION 1350

OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE

In connection with the Quarterly Report of GEE Group Inc. (the "Company") on Form 10-Q for the six-month period ended March 31, 2018 filed with the Securities and Exchange Commission (the "Report"), the undersigned hereby certifies, in his capacity as an officer of the Company, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of the Company.

Date: May 15, 2018

By: /s/ Andrew J. Norstrud

Andrew J. Norstrud
Chief Financial Officer
(Principal Financial Officer)