
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 29, 2024

OR

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

For the transition period from to

Commission file number: 000-24049

CRA International, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts

(State or other jurisdiction of
incorporation or organization)

200 Clarendon Street, Boston, MA

(Address of principal executive offices)

04-2372210

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

02116-5092

(Zip Code)

(617) 425-3000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	CRAI	Nasdaq Global Select Market

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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer Accelerated filer Non-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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at July 26, 2024
Common Stock, no par value per share	6,779,710 shares

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PART I. FINANCIAL INFORMATION**ITEM 1. Financial Statements****CRA INTERNATIONAL, INC.****CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)***(in thousands, except per share data)*

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Revenues	\$ 171,442	\$ 161,965	\$ 343,230	\$ 314,810
Costs of services (exclusive of depreciation and amortization)	125,327	113,333	244,206	221,170
Selling, general and administrative expenses	32,016	29,846	62,514	58,218
Depreciation and amortization	2,811	2,872	5,603	5,815
Income from operations	11,288	15,914	30,907	29,607
Interest expense, net	(1,483)	(1,616)	(1,948)	(2,187)
Foreign currency losses, net	(191)	(686)	(333)	(1,214)
Income before provision for income taxes	9,614	13,612	28,626	26,206
Provision for income taxes	3,076	4,104	8,397	7,780
Net income	\$ 6,538	\$ 9,508	\$ 20,229	\$ 18,426
Net income per share:				
Basic	\$ 0.96	\$ 1.36	\$ 2.93	\$ 2.61
Diluted	\$ 0.94	\$ 1.34	\$ 2.90	\$ 2.56
Weighted average number of shares outstanding:				
Basic	6,834	6,983	6,880	7,051
Diluted	6,911	7,080	6,961	7,166

See accompanying notes to the condensed consolidated financial statements.

CRA INTERNATIONAL, INC.**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)***(in thousands)*

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Net income	\$ 6,538	\$ 9,508	\$ 20,229	\$ 18,426
Other comprehensive income (loss)				
Foreign currency translation adjustments, net of tax	(315)	1,074	(1,420)	2,126
Comprehensive income	<u>\$ 6,223</u>	<u>\$ 10,582</u>	<u>\$ 18,809</u>	<u>\$ 20,552</u>

See accompanying notes to the condensed consolidated financial statements.

CRA INTERNATIONAL, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)

(in thousands, except share data)

	June 29, 2024	December 30, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 24,649	\$ 45,586
Accounts receivable, net of allowances of \$5,590 and \$4,335, respectively	140,141	142,729
Unbilled services, net of allowances of \$879 and \$1,629, respectively	76,429	56,827
Prepaid expenses and other current assets	15,748	11,575
Forgivable loans	14,213	8,759
Total current assets	271,180	265,476
Property and equipment, net	36,817	38,176
Goodwill	93,855	93,989
Intangible assets, net	7,981	7,196
Right-of-use assets	81,338	86,887
Deferred income taxes	13,842	13,885
Forgivable loans, net of current portion	39,009	45,182
Other assets	1,990	2,420
Total assets	<u>\$ 546,012</u>	<u>\$ 553,211</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 22,997	\$ 28,701
Accrued expenses	113,252	171,040
Deferred revenue and other liabilities	8,480	12,289
Current portion of lease liabilities	16,966	16,475
Current portion of deferred compensation	3,976	7,582
Revolving line of credit	87,000	—
Total current liabilities	252,671	236,087
Non-current liabilities:		
Deferred compensation and other non-current liabilities	16,046	11,681
Non-current portion of lease liabilities	84,492	92,280
Deferred income taxes	1,054	1,062
Total non-current liabilities	101,592	105,023
Commitments and contingencies (Note 10)		
Shareholders' equity:		
Preferred stock, no par value; 1,000,000 shares authorized; none issued and outstanding	—	—
Common stock, no par value; 25,000,000 shares authorized; 6,752,604 and 6,934,265 shares issued and outstanding, respectively	—	—
Retained earnings	205,351	224,283
Accumulated other comprehensive loss	(13,602)	(12,182)
Total shareholders' equity	191,749	212,101
Total liabilities and shareholders' equity	<u>\$ 546,012</u>	<u>\$ 553,211</u>

See accompanying notes to the condensed consolidated financial statements.

CRA INTERNATIONAL, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(in thousands)

	Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023
OPERATING ACTIVITIES:		
Net income	\$ 20,229	\$ 18,426
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	5,603	5,815
Right-of-use asset amortization	7,462	7,193
Deferred income taxes	(102)	(236)
Share-based compensation expense	2,396	2,098
Bad debt expense (recovery)	681	392
Unrealized foreign currency remeasurement (gains) losses, net	(271)	(62)
Changes in operating assets and liabilities:		
Accounts receivable	1,341	4,676
Unbilled services	(19,817)	(21,091)
Prepaid expenses and other current assets, and other assets	(3,821)	(3,247)
Forgivable loans	(6,083)	(4,374)
Incentive cash awards payable	4,796	4,029
Accounts payable, accrued expenses, and other liabilities	(64,488)	(69,747)
Lease liabilities	(9,199)	(8,851)
Net cash used in operating activities	(61,273)	(64,979)
INVESTING ACTIVITIES:		
Purchases of property and equipment	(3,046)	(1,282)
Consideration paid for acquisition	(1,500)	(570)
Net cash used in investing activities	(4,546)	(1,852)
FINANCING ACTIVITIES:		
Borrowings under revolving line of credit	93,000	105,000
Repayments under revolving line of credit	(6,000)	(25,000)
Tax withholding payments reimbursed by shares	(1,977)	(2,009)
Cash dividends paid	(5,976)	(5,230)
Repurchase of common stock	(33,348)	(23,577)
Net cash provided by financing activities	45,699	49,184
Effect of foreign exchange rates on cash and cash equivalents	(817)	471
Net decrease in cash and cash equivalents	(20,937)	(17,176)
Cash and cash equivalents at beginning of period	45,586	31,447
Cash and cash equivalents at end of period	\$ 24,649	\$ 14,271
Noncash investing and financing activities:		
Increase in accounts payable and accrued expenses for property and equipment	\$ 553	\$ 376
Excise tax on share repurchases	\$ (300)	\$ (200)
Right-of-use assets obtained in exchange for lease obligations	\$ 2,329	\$ 190
Supplemental cash flow information:		
Cash paid for taxes	\$ 12,681	\$ 6,218
Cash paid for interest	\$ 1,533	\$ 2,178
Cash paid for amounts included in operating lease liabilities	\$ 11,163	\$ 11,077

See accompanying notes to the condensed consolidated financial statements.

CRA INTERNATIONAL, INC.

CONDENSED CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

FOR THE FISCAL YEAR-TO-DATE PERIOD ENDED JUNE 29, 2024 (unaudited)

(in thousands, except share data)

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity
	Shares Issued	Amount			
BALANCE AT DECEMBER 30, 2023	6,934,265	\$ —	\$ 224,283	\$ (12,182)	\$ 212,101
Net income	—	—	13,691	—	13,691
Foreign currency translation adjustment	—	—	—	(1,105)	(1,105)
Share-based compensation expense	—	1,039	—	—	1,039
Restricted shares vesting	33,441	—	—	—	—
Redemption of vested employee restricted shares for tax withholding	(12,526)	(1,631)	—	—	(1,631)
Shares repurchased	(65,882)	592	(9,834)	—	(9,242)
Accrued excise tax on shares repurchased	—	—	(65)	—	(65)
Accrued dividends on unvested shares	—	—	77	—	77
Cash dividends paid (\$0.42 per share)	—	—	(3,075)	—	(3,075)
BALANCE AT MARCH 30, 2024	6,889,298	\$ —	\$ 225,077	\$ (13,287)	\$ 211,790
Net income	—	—	6,538	—	6,538
Foreign currency translation adjustment	—	—	—	(315)	(315)
Share-based compensation expense	—	1,357	—	—	1,357
Restricted shares vesting	6,143	—	—	—	—
Redemption of vested employee restricted shares for tax withholding	(2,340)	(346)	—	—	(346)
Shares repurchased	(140,497)	(1,011)	(23,095)	—	(24,106)
Accrued excise tax on shares repurchased	—	—	(235)	—	(235)
Accrued dividends on unvested shares	—	—	(33)	—	(33)
Cash dividends paid (\$0.42 per share)	—	—	(2,901)	—	(2,901)
BALANCE AT JUNE 29, 2024	6,752,604	\$ —	\$ 205,351	\$ (13,602)	\$ 191,749

See accompanying notes to the condensed consolidated financial statements.

CRA INTERNATIONAL, INC.

CONDENSED CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

FOR THE FISCAL YEAR-TO-DATE PERIOD ENDED July 1, 2023 (unaudited)

(in thousands, except share data)

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity
	Shares Issued	Amount			
BALANCE AT DECEMBER 31, 2022	7,149,884	\$ 1,743	\$ 224,392	\$ (14,981)	\$ 211,154
Net income	—	—	8,918	—	8,918
Foreign currency translation adjustment	—	—	—	1,052	1,052
Share-based compensation expense	—	940	—	—	940
Restricted shares vesting	45,544	—	—	—	—
Redemption of vested employee restricted shares for tax withholding	(16,614)	(1,873)	—	—	(1,873)
Shares repurchased	(180,881)	(810)	(19,767)	—	(20,577)
Accrued excise tax on shares repurchased	—	—	(173)	—	(173)
Accrued dividends on unvested shares	—	—	45	—	45
Cash dividends paid (\$0.36 per share)	—	—	(2,702)	—	(2,702)
BALANCE AT APRIL 1, 2023	6,997,933	\$ —	\$ 210,713	\$ (13,929)	\$ 196,784
Net income	—	—	9,508	—	9,508
Foreign currency translation adjustment	—	—	—	1,074	1,074
Share-based compensation expense	—	1,158	—	—	1,158
Restricted shares vesting	3,630	—	—	—	—
Redemption of vested employee restricted shares for tax withholding	(1,237)	(136)	—	—	(136)
Shares repurchased	(31,090)	(554)	(2,446)	—	(3,000)
Accrued excise tax on shares repurchased	—	—	(27)	—	(27)
Accrued dividends on unvested shares	—	—	(47)	—	(47)
Cash dividends paid (\$0.36 per share)	—	—	(2,528)	—	(2,528)
BALANCE AT JULY 1, 2023	6,969,236	\$ 468	\$ 215,173	\$ (12,855)	\$ 202,786

See accompanying notes to the condensed consolidated financial statements.

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

1. Summary of Significant Accounting Policies

Description of Business

CRA International, Inc. is a worldwide leading consulting services firm that applies advanced analytic techniques and in-depth industry knowledge to complex engagements for a broad range of clients. CRA offers services in two broad areas: litigation, regulatory, and financial consulting and management consulting. CRA operates in one business segment. CRA operates its business under its registered trade name, Charles River Associates.

Basis of Presentation

The unaudited condensed consolidated financial statements include the accounts of CRA International, Inc. and its wholly-owned subsidiaries (collectively the "CRA" or "Company") which require consolidation after the elimination of intercompany accounts and transactions. These financial statements have been prepared in accordance with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") for Quarterly Reports on Form 10-Q. Accordingly, these financial statements do not include all the information and note disclosures required by accounting principles generally accepted in the United States of America ("U.S. GAAP") for annual financial statements. Certain prior period amounts have been reclassified to conform to the current period presentation. These reclassifications had no effect on previously reported results of operations, financial position, or cash flows. In the opinion of management, these financial statements reflect all adjustments of a normal, recurring nature necessary for the fair presentation of CRA's results of operations, financial position, cash flows, and shareholders' equity for the interim periods presented in conformity with U.S. GAAP. Results of operations for the interim periods presented herein are not necessarily indicative of results of operations for a full year. These financial statements should be read in conjunction with the consolidated financial statements and notes thereto for the fiscal year ended December 30, 2023 included in CRA's Annual Report on Form 10-K filed with the SEC on February 29, 2024 (the "2023 Form 10-K").

Note 1 to the Consolidated Financial Statements included in Part II, Item 8, on the 2023 Form 10-K describes the significant accounting policies and methods used in preparation of the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Recent Accounting Standards Not Yet Adopted

Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures (ASU 2023-07)*. The ASU improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 also requires that a public entity that has a single reportable segment provide all disclosures required by these amendments and all existing segment disclosures in Topic 280.

ASU 2023-07 is effective for CRA for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. CRA plans to adopt the amendment during the fourth fiscal quarter of 2024. CRA expects the adoption of this ASU will impact its disclosures, but will not have a material effect on its consolidated financial statements.

Income Taxes (Topic 740): Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures (ASU 2023-09)*. The ASU requires disclosure of specific categories in the rate reconciliation, provides additional information for reconciling items that meet a quantitative threshold, and discloses the amount of income taxes paid disaggregated by federal, state, foreign taxes, and individual jurisdiction. ASU 2023-09 also requires income (or loss) from

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

continuing operations before income tax expense (or benefit) disaggregated between domestic and foreign, and income tax expense (or benefit) from continuing operations disaggregated by federal (national), state, and foreign.

ASU 2023-09 is effective for CRA for annual periods beginning after December 15, 2024. CRA plans to adopt the amendment during the annual reporting for fiscal year 2025. CRA has begun to assess the impact of the amendment and has modeled out the changes to its income tax disclosures. As the amendment relates solely to disclosures, the adoption is not expected to have an effect on CRA's financial results.

2. Revenues and Allowances

The contracts CRA enters into and operates under specify whether the projects are billed on a time-and-materials or a fixed-price basis. Time-and-materials contracts are typically used for litigation, regulatory, and financial consulting projects while fixed-price contracts are principally used for management consulting projects. In general, project costs are classified in costs of services (exclusive of depreciation and amortization) and are based on the direct salary of CRA's employee consultants on the engagement, plus all direct expenses incurred to complete the project, including any amounts billed to CRA by its non-employee experts.

Disaggregation of Revenue

The following tables disaggregate CRA's revenue by type of contract and geographic location (in thousands):

Type of Contract	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Consulting services revenues:				
Fixed-price	\$ 29,292	\$ 27,896	\$ 59,373	\$ 54,729
Time-and-materials	142,150	134,069	283,857	260,081
Total	\$ 171,442	\$ 161,965	\$ 343,230	\$ 314,810

Revenues have been attributed to locations based on the location of the legal entity generating the revenues.

Geographic Breakdown	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Consulting services revenues:				
United States	\$ 138,601	\$ 126,894	\$ 280,805	\$ 244,766
United Kingdom	22,161	26,396	43,315	52,045
Other	10,680	8,675	19,110	17,999
Total	\$ 171,442	\$ 161,965	\$ 343,230	\$ 314,810

Reserves for Variable Consideration and Credit Risk

Revenues from CRA's consulting services are recorded at the net transaction price, which includes estimates of variable consideration for which reserves are established. Variable consideration reserves are based on specific price concessions and those expected to be extended to CRA customers estimated by CRA's historical realization rates. Reserves for variable consideration are recorded as a component of the allowances for accounts receivable and unbilled services on the condensed consolidated balance sheets. Adjustments to the reserves for variable consideration are included in revenues on the condensed consolidated statements of operations.

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

The following table presents CRA's bad debt expense, net of recoveries of previously written off allowances (in thousands):

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Bad debt expense (recovery), net	\$ 18	\$ 392	\$ 681	\$ 392

Reimbursable Expenses

Revenues also include reimbursements for costs incurred by CRA in fulfilling its performance obligations, including travel and other out-of-pocket expenses, fees for outside consultants, and other reimbursable expenses. CRA recovers substantially all of these costs. The following expenses are subject to reimbursement (in thousands):

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Reimbursable expenses	\$ 16,361	\$ 17,252	\$ 33,423	\$ 31,233

Contract Balances from Contracts with Customers

The timing of revenue recognition, billings, and cash collections results in accounts receivables, unbilled services, and contract liabilities on the consolidated balance sheets. Revenues recognized for services performed, but not yet billed to clients, are recorded as unbilled services. The following table presents the open and closing balances of CRA's accounts receivables, net and unbilled services, net (in thousands):

	June 29, 2024	December 30, 2023	December 31, 2022
Accounts receivable, net	\$ 140,141	\$ 142,729	\$ 143,644
Unbilled services, net	\$ 76,429	\$ 56,827	\$ 51,343

CRA defines contract assets as assets for which it has recorded revenue because it determines that it is probable that it will earn a performance-based or contingent fee, but is not yet entitled to receive a fee because certain events, such as completion of the measurement period or client approval, must occur. The contract assets balance was immaterial as of June 29, 2024, December 30, 2023, and December 31, 2022.

When consideration is received, or such consideration is unconditionally due from a customer prior to transferring consulting services to the customer under the terms of a contract, a contract liability is recorded. Contract liabilities are recognized as revenue after performance obligations have been satisfied and all revenue recognition criteria have been met. The following table presents the closing balances of CRA's contract liabilities (in thousands):

	June 29, 2024	December 30, 2023	December 31, 2022
Contract liabilities	\$ 2,153	\$ 6,037	\$ 6,977

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

CRA recognized the following revenue that was included in the contract liabilities balance as of the opening of the respective period or for performance obligations satisfied in previous periods (in thousands):

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Amounts included in contract liabilities at the beginning of the period	\$ 2,296	\$ 2,832	\$ 5,612	\$ 6,194
Performance obligations satisfied in previous periods	\$ 3,394	\$ 3,298	\$ 3,515	\$ 2,744

3. Forgivable Loans

In order to attract and retain highly skilled professionals, CRA may issue forgivable loans to employees and non-employee experts, certain of which may be denominated in local currencies. A portion of these loans is collateralized. The forgivable loans have terms that are generally between two and six years with interest rates currently ranging up to 5.00%. The principal amount of forgivable loans and accrued interest is forgiven by CRA over the term of the loans, so long as the employee or non-employee expert continues employment or affiliation with CRA and complies with certain contractual requirements. The forgiveness of the principal amount of the loans is recorded as compensation over the service period, which is consistent with the term of the loans.

The following table presents forgivable loan activity for the respective periods (in thousands):

	June 29, 2024	December 30, 2023
Beginning balance	\$ 53,941	\$ 56,456
Advances	24,130	23,342
Repayments	(288)	(1,816)
Reclassifications from accrued expenses or to other assets ⁽¹⁾	(6,743)	—
Amortization ⁽²⁾	(17,757)	(24,198)
Effects of foreign currency translation	(61)	157
Ending balance	\$ 53,222	\$ 53,941
Current portion of forgivable loans	\$ 14,213	\$ 8,759
Non-current portion of forgivable loans	\$ 39,009	\$ 45,182

(1) Relates to the reclassification of performance awards previously recorded as accrued expenses or forgivable loans that have been reclassified to other receivables.

(2) During the quarter ended June 29, 2024, approximately \$5.7 million of amortization was accelerated due to involuntary terminations.

4. Goodwill and Intangible Assets

The changes in the carrying amount of goodwill for the fiscal year-to-date period ended June 29, 2024 are summarized as follows (in thousands):

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

Goodwill, at December 30, 2023	\$ 165,882
Accumulated goodwill impairment	(71,893)
Goodwill, net at December 30, 2023	93,989
Additions due to acquisitions	—
Foreign currency translation adjustment	(134)
Goodwill, net at June 29, 2024	\$ 93,855

Goodwill, net at June 29, 2024 of \$93.9 million, is comprised of goodwill of \$165.7 million and accumulated impairment of \$71.9 million. There were no impairment losses related to goodwill during the fiscal-year-to-date period ended June 29, 2024 or during the fiscal year ended December 30, 2023.

Intangible assets that are separable from goodwill and have determinable useful lives are valued separately and amortized using the straight-line method over their expected useful lives. The components of acquired identifiable intangible assets are as follows (in thousands):

	Useful Life (in years)	June 29, 2024			December 30, 2023		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	10	\$ 15,300	\$ (7,319)	\$ 7,981	\$ 13,800	\$ (6,604)	\$ 7,196

There were no impairment losses related to intangible assets during the fiscal year-to-date period ended June 29, 2024 or during the fiscal year ended December 30, 2023. As a result of an asset acquisition in CRA's Intellectual Property Practice, CRA recognized \$1.5 million of intangible assets related to customer relationships during the fiscal quarter ended June 29, 2024. Amortization expense related to intangible assets was \$0.4 million and \$0.7 million for the fiscal quarter and fiscal year-to-date period ended June 29, 2024, respectively, \$0.3 million and \$0.7 million for the fiscal quarter and fiscal year-to-date period ended July 1, 2023, respectively.

5. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	June 29, 2024	December 30, 2023
Compensation and related expenses	\$ 99,285	\$ 143,647
Performance awards	1,671	16,556
Direct project accruals	3,194	1,704
Other	9,102	9,133
Total accrued expenses	\$ 113,252	\$ 171,040

As of June 29, 2024 and December 30, 2023, approximately \$75.6 million and \$121.2 million, respectively, of accrued bonuses were included above in "Compensation and related expenses."

6. Income Taxes

For the fiscal quarters ended June 29, 2024 and July 1, 2023, CRA's effective income tax rate ("ETR") was 32.0% and 30.1%, respectively. The ETR for the second quarter of fiscal 2024 was higher than the second quarter of fiscal 2023 primarily due to increases in estimated state apportionment and nondeductible executive compensation and a decrease in the U.S. benefit

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

associated with the foreign-derived intangible income deduction, partially offset by having had a valuation allowance in the prior year that has now reversed.

For the fiscal year-to-date periods ended June 29, 2024 and July 1, 2023, CRA's ETR was 29.3% and 29.7%, respectively. The ETR for the current fiscal year-to-date period was lower than the prior year-to-date period primarily due to having had a valuation allowance in the prior year that has now reversed.

7. Net Income Per Share

CRA calculates basic earnings per share using the two-class method. CRA calculates diluted earnings per share using the more dilutive of either the two-class method or treasury stock method. The two-class method was more dilutive for the fiscal quarters and fiscal year-to-date periods ended June 29, 2024 and July 1, 2023.

Under the two-class method, net earnings are allocated to each class of common stock and participating security as if all the net earnings for the period had been distributed. CRA's participating securities consist of unvested share-based payment awards that contain a nonforfeitable right to receive dividends and therefore are considered to participate in undistributed earnings with common shareholders. Net earnings allocable to these participating securities were not material for the fiscal quarters and fiscal year-to-date periods ended June 29, 2024 and July 1, 2023.

The following table presents the calculation of basic and diluted net income per share (in thousands, except per share data):

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Numerator:				
Net income — basic	\$ 6,538	\$ 9,508	\$ 20,229	\$ 18,426
Less: net income attributable to participating shares	22	34	68	69
Net income — diluted	\$ 6,516	\$ 9,474	\$ 20,161	\$ 18,357
Denominator:				
Weighted average shares outstanding — basic	6,834	6,983	6,880	7,051
Effect of dilutive stock options and restricted stock units	77	97	81	115
Weighted average shares outstanding — diluted	6,911	7,080	6,961	7,166
Net income per share:				
Basic	\$ 0.96	\$ 1.36	\$ 2.93	\$ 2.61
Diluted	\$ 0.94	\$ 1.34	\$ 2.90	\$ 2.56

For the fiscal quarter and fiscal year-to-date period ended June 29, 2024, there were no anti-dilutive share-based awards that were excluded from the calculation of common stock equivalents for purposes of computing diluted weighted average outstanding shares. For the fiscal quarter and fiscal-year-to-date ended July 1, 2023, the anti-dilutive share-based awards that were excluded from the calculation of common stock equivalents for purposes of computing diluted weighted average shares outstanding amounted to 17,120 and 4,329 shares, respectively.

8. Fair Value of Financial Instruments

The following tables show CRA's financial instruments recorded in the condensed consolidated financial statements which are measured at fair value on a recurring basis by level within the fair value hierarchy (in thousands):

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

	June 29, 2024		
	Level 1	Level 2	Level 3
Assets:			
Money market mutual funds	\$ —	\$ —	\$ —
Total Assets	\$ —	\$ —	\$ —
Liabilities:			
Contingent consideration liability	\$ —	\$ —	\$ 190
Total Liabilities	\$ —	\$ —	\$ 190

	December 30, 2023		
	Level 1	Level 2	Level 3
Assets:			
Money market mutual funds	\$ —	\$ —	\$ —
Total Assets	\$ —	\$ —	\$ —
Liabilities:			
Contingent consideration liability	\$ —	\$ —	\$ 190
Total Liabilities	\$ —	\$ —	\$ 190

The contingent consideration liability pertains to estimated future contingent consideration payments related to the acquisition of bioStrategies Group, Inc. during fiscal 2022. The following table summarizes the changes in the contingent consideration liability (in thousands):

	Fiscal Year-to-Date Period	
	Ended	Fiscal Year Ended
	June 29, 2024	December 30, 2023
Beginning balance	\$ 190	\$ 1,056
Remeasurement of acquisition-related contingent consideration	—	(934)
Accretion	—	68
Ending balance	\$ 190	\$ 190

9. Credit Agreement

CRA is party to a Credit Agreement, dated as of August 19, 2022 (as amended, the "Credit Agreement") with Bank of America, N.A., as swingline lender, a letter of credit issuing bank and administrative agent, and with Citizens Bank, N.A., as a letter of credit issuing bank. The Credit Agreement provides CRA with a \$250.0 million revolving credit facility, which may be decreased at CRA's option to \$200.0 million during the period from July 16 in a year through January 15 in the next year. Additionally, for the period from January 16 to July 15 of each calendar year, CRA may elect to not increase the revolving credit facility to \$250.0 million. The revolving credit facility includes a \$25.0 million sublimit for the issuance of letters of credit.

Under the Credit Agreement, CRA must comply with various financial and non-financial covenants. The primary financial covenants consist of a maximum consolidated net leverage ratio of 3.0 to 1 and a minimum consolidated interest coverage ratio of 2.5 to 1. The primary non-financial covenants include, but are not limited to, restrictions on CRA's ability to

CRA INTERNATIONAL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)

(Unaudited)

incur future indebtedness, engage in acquisitions or dispositions, pay dividends or repurchase capital stock, and enter into business combinations. Any indebtedness outstanding under the revolving credit facility may become immediately due upon the occurrence of stated events of default, including CRA's failure to pay principal, interest or fees, or upon the breach of any covenant. As of June 29, 2024, CRA was in compliance with the covenants of the Credit Agreement.

There were \$87.0 million in borrowings outstanding under the revolving credit facility as of June 29, 2024 and no borrowings outstanding as of December 30, 2023. As of June 29, 2024, the amount available under the revolving credit facility was reduced by certain letters of credit outstanding, which amounted to \$4.5 million.

10. Commitments and Contingencies

As described in the previous note, CRA is party to standby letters of credit with its lenders in support of minimum future lease payments under certain operating leases for office space.

CRA is subject to legal actions arising in the ordinary course of business. In management's opinion, based on current knowledge, CRA believes it has adequate legal defenses or insurance coverage, or both, with respect to the eventuality of such actions. CRA does not believe any settlement or judgment relating to any pending legal action would materially affect its financial position or results of operations. However, the outcome of such legal actions is inherently unpredictable and subject to inherent uncertainties.

11. Subsequent Events

On August 1, 2024, CRA announced that its Board of Directors declared a quarterly cash dividend of \$0.42 per common share, payable on September 13, 2024 to shareholders of record as of August 27, 2024.

ITEM 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

Except for historical facts, the statements in this quarterly report are forward-looking statements. Forward-looking statements are merely our current predictions of future events. These statements are inherently uncertain, and actual events could differ materially from our predictions. Important factors that could cause actual events to vary from our predictions include those discussed below under the heading “Risk Factors.” We assume no obligation to update our forward-looking statements to reflect new information or developments. We urge readers to review carefully the risk factors described in the other documents that we file with the Securities and Exchange Commission (“SEC”). You can read these documents at www.sec.gov.

Additional Available Information

Our principal Internet address is www.crai.com. Our website provides a link to a third-party website through which our annual, quarterly, and current reports, and amendments to those reports, are available free of charge. We do not maintain or provide any information directly to the third-party website, and we do not check its accuracy.

Critical Accounting Policies and Estimates

Our critical accounting policies involving the more significant estimates and judgments used in the preparation of our financial statements as of June 29, 2024 remain unchanged from December 30, 2023. Please refer to Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the fiscal year ended December 30, 2023, filed with the SEC on February 29, 2024 (the “2023 Form 10-K”) for details on these critical accounting policies.

Recent Accounting Standards

There are no recent accounting standards that impact the unaudited condensed consolidated financial statements.

Results of Operations—For the Fiscal Quarter and Fiscal Year-to-Date Period Ended June 29, 2024, Compared to the Fiscal Quarter and Fiscal Year-to-Date Period Ended July 1, 2023

The following table provides operating information as a percentage of revenues for the periods indicated:

	Fiscal Quarter Ended		Fiscal Year-to-Date Period Ended	
	June 29, 2024	July 1, 2023	June 29, 2024	July 1, 2023
Revenues	100.0 %	100.0 %	100.0 %	100.0 %
Costs of services (exclusive of depreciation and amortization)	73.1	70.0	71.1	70.3
Selling, general and administrative expenses	18.7	18.4	18.2	18.5
Depreciation and amortization	1.6	1.8	1.6	1.8
Income from operations	6.6	9.8	9.0	9.4
Interest expense, net	(0.9)	(1.0)	(0.6)	(0.7)
Foreign currency gains (losses), net	(0.1)	(0.4)	(0.1)	(0.4)
Income before provision for income taxes	5.6	8.4	8.3	8.3
Provision for income taxes	1.8	2.5	2.4	2.5
Net income	3.8 %	5.9 %	5.9 %	5.9 %

Fiscal Quarter Ended June 29, 2024, Compared to the Fiscal Quarter Ended July 1, 2023

Revenues. Revenues increased by \$9.4 million, or 5.9%, to \$171.4 million for the second quarter of fiscal 2024 from \$162.0 million for the second quarter of fiscal 2023. Utilization increased to 74% for the second quarter of fiscal 2024 from 72% for the second quarter of fiscal 2023, while consultant headcount decreased from 971 at the end of the second quarter of fiscal 2023 to 968 at the end of the second quarter of fiscal 2024.

Overall, revenues outside of the U.S. represented approximately 19% and 22% of net revenues for the second quarters of fiscal 2024 and fiscal 2023, respectively. Revenues derived from fixed-price projects remained unchanged at 17% of net revenues for the second quarter of fiscal 2024 compared with the second quarter of fiscal 2023. The percentage of revenue derived from fixed-price projects depends largely on the proportion of our revenues derived from our management consulting business, which typically has a higher concentration of fixed-price service contracts.

Costs of Services (exclusive of depreciation and amortization). Costs of services (exclusive of depreciation and amortization) increased by \$12.0 million, or 10.6%, to \$125.3 million for the second quarter of fiscal 2024 from \$113.3 million for the second quarter of fiscal 2023. The increase in costs of services was due to an increase in employee and incentive compensation of \$8.3 million attributable to salaries and benefits and an increase in forgivable loan amortization of \$4.7 million, partially offset by a decrease in client reimbursable expenses of \$0.9 million. As a percentage of revenues, costs of services (exclusive of depreciation and amortization) increased to 73.1% for the second quarter of fiscal 2024 from 70.0% for the second quarter of fiscal 2023.

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased by \$2.2 million, or 7.3%, to \$32.0 million for the second quarter of fiscal 2024 from \$29.8 million for the second quarter of fiscal 2023. Within this category of expenses, there was a \$1.1 million increase in employee and incentive compensation, an \$0.7 million increase in travel and entertainment, a \$0.4 million decrease in bad debt expense, and a \$0.8 million increase in miscellaneous and other fees for the second quarter of fiscal 2024 as compared to the second quarter of fiscal 2023.

As a percentage of revenues, selling, general and administrative expenses increased to 18.7% for the second quarter of fiscal 2024 from 18.4% for the second quarter of fiscal 2023. Commissions to our non-employee experts decreased to 2.2% of revenues for the second quarter of fiscal 2024 compared to 2.3% of revenues the second quarter of fiscal 2023.

Provision for Income Taxes. The income tax provision was \$3.1 million and the effective tax rate ("ETR") was 32.0% for the second quarter of fiscal 2024 compared to \$4.1 million and 30.1% for the second quarter of fiscal 2023. The ETR for the current fiscal quarter was higher than the prior year fiscal quarter primarily due to increases in estimated state apportionment and nondeductible executive compensation and a decrease in the U.S. benefit associated with the foreign-derived intangible income ("FDII") deduction, partially offset by having had a valuation allowance in the prior year that has now reversed. The ETR for the second quarter of fiscal 2024 and 2023 were both higher than the combined federal and state statutory tax rate primarily due to nondeductible executive compensation and nondeductible meals and entertainment expenses, partially offset by the FDII.

Net Income. Net income decreased to \$6.5 million for the second quarter of fiscal 2024 from \$9.5 million for the second quarter of fiscal 2023. The net income per diluted share was \$0.94 per share for the second quarter of fiscal 2024, compared to \$1.34 of net income per diluted share for the second quarter of fiscal 2023. Weighted average diluted shares outstanding decreased by approximately 169,000 shares to approximately 6,911,000 shares for the second quarter of fiscal 2024 from approximately 7,080,000 shares for the second quarter of fiscal 2023. The decrease in weighted average diluted shares outstanding was primarily due to the repurchase of shares of our common stock since July 1, 2023, offset in part by the vesting of shares of restricted stock and time-vesting restricted stock units and the exercise of stock options since July 1, 2023.

Fiscal Year-to-Date Period Ended June 29, 2024, Compared to the Fiscal Year-to-Date Period Ended July 1, 2023

Revenues. Revenues increased by \$28.4 million, or 9.0%, to \$343.2 million for the fiscal year-to-date period ended June 29, 2024 from \$314.8 million for the fiscal year-to-date period ended July 1, 2023. Utilization increased to 74% for the fiscal year-to-date period ended June 29, 2024 from 71% for the fiscal year-to-date period ended July 1, 2023, while consultant headcount decreased from 971 at the end of the second quarter of fiscal 2023 to 968 at the end of the second quarter of fiscal 2024.

Overall, revenues outside of the U.S. represented approximately 18% and 22% of net revenues for the fiscal year-to-date periods ended June 29, 2024 and July 1, 2023, respectively. Revenues derived from fixed-price projects remained unchanged at 17% of net revenues for the fiscal year-to-date periods ended June 29, 2024 and July 1, 2023. The percentage of revenue

derived from fixed-price projects depends largely on the proportion of our revenues derived from our management consulting business, which typically has a higher concentration of fixed-price service contracts.

Costs of Services (exclusive of depreciation and amortization). Costs of services (exclusive of depreciation and amortization) increased by \$23.0 million, or 10.4%, to \$244.2 million for the fiscal year-to-date period ended June 29, 2024 from \$221.2 million for the fiscal year-to-date period ended July 1, 2023. The increase in costs of services was due to an increase of \$16.8 million in employee compensation and fringe benefit costs, an increase in forgivable loan amortization of \$3.9 million, and an increase in client reimbursable expenses of \$2.3 million. As a percentage of revenues, costs of services (exclusive of depreciation and amortization) increased to 71.1% for the fiscal year-to-date period ended June 29, 2024 mainly due to \$8.1 million of charges associated with portfolio optimization, from 70.3% for the fiscal year-to-date period ended July 1, 2023.

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased by \$4.3 million, or 7.4%, to \$62.5 million for the fiscal year-to-date period ended June 29, 2024 from \$58.2 million for the fiscal year-to-date period ended July 1, 2023. Within this category of expenses, there was a \$1.9 million increase in employee compensation and fringe benefit costs, a \$0.6 million increase in travel and entertainment, a \$0.6 million increase in software subscriptions, a \$0.3 million increase in bad debt expense, a \$0.2 million increase in rent expense, a \$0.2 million increase in commissions to our non-employee experts, and a \$0.5 million increase in miscellaneous and other fees for the fiscal year-to-date period ended June 29, 2024 as compared to the fiscal year-to-date period ended July 1, 2023.

As a percentage of revenues, selling, general and administrative expenses decreased to 18.2% for the fiscal year-to-date period ended June 29, 2024 from 18.5% for the fiscal year-to-date period ended July 1, 2023. Commissions to our non-employee experts decreased to 2.2% of revenues for the fiscal year-to-date period ended June 29, 2024 compared to 2.3% of revenues for the fiscal year-to-date period ended July 1, 2023.

Provision for Income Taxes. The income tax provision was \$8.4 million and the ETR was 29.3% for the fiscal year-to-date period ended June 29, 2024, compared to \$7.8 million and 29.7% for the fiscal year-to-date period ended July 1, 2023. The ETR for the current fiscal year-to-date period was lower than the prior fiscal year-to-date period primarily due to having had a valuation allowance in the prior year that has now reversed. The ETR for the fiscal year-to-date periods ended June 29, 2024 and July 1, 2023 were both higher than the combined federal and state statutory tax rate primarily due to nondeductible executive compensation and nondeductible meals and entertainment expenses, partially offset by the tax benefit for share-based compensation and the FDII.

Net Income. Net income increased by \$1.8 million to \$20.2 million for the fiscal year-to-date period ended June 29, 2024 from \$18.4 million for the fiscal year-to-date period ended July 1, 2023. The diluted net income per share was \$2.90 for the fiscal year-to-date period ended June 29, 2024, compared to diluted net income per share of \$2.56 for the fiscal year-to-date period ended July 1, 2023. Weighted average diluted shares outstanding decreased by approximately 205,000 to approximately 6,961,000 shares for the fiscal year-to-date period ended June 29, 2024 from approximately 7,166,000 shares for the fiscal year-to-date period ended July 1, 2023. The decrease in weighted average diluted shares outstanding was primarily due to the repurchase of shares of our common stock since July 1, 2023, offset in part by the vesting of restricted stock and time-vesting restricted stock units and the exercise of stock options since July 1, 2023.

Liquidity and Capital Resources

Fiscal Year-to-Date Period Ended June 29, 2024

We believe that our current cash, cash equivalents, cash generated from operations, and amounts available under our revolving credit facility will be sufficient to meet our anticipated working capital and capital expenditure requirements for at least the next 12 months. As of June 29, 2024, we had \$24.6 million of cash and cash equivalents and \$158.5 million of borrowing capacity under our revolving credit facility.

General. During the fiscal year-to-date period ended June 29, 2024, cash and cash equivalents decreased by \$20.9 million. We completed the period with cash and cash equivalents of \$24.6 million. The principal drivers of the decrease of cash and cash equivalents was payment of a significant portion of our fiscal 2023 performance bonuses in the first and second quarters of fiscal 2024, forgivable loan advances, the repurchase of shares, and the payment of dividends, offset by net borrowings of \$87.0 million.

At June 29, 2024, \$5.6 million of our cash and cash equivalents was held within the U.S. We have sufficient sources of liquidity in the U.S., including cash flow from operations and availability on our revolving credit facility to fund U.S. operations for the next 12 months without the need to repatriate funds from our foreign subsidiaries.

Sources and Uses of Cash. During the fiscal year-to-date period ended June 29, 2024, net cash used in operating activities was \$61.4 million. Net income was \$20.2 million for the fiscal year-to-date period ended June 29, 2024. Uses of cash for operating activities included a decrease in accounts payable, accrued expenses, and other liabilities of \$64.5 million, primarily due to the payment of a significant portion of our fiscal 2023 performance bonuses and performance awards, an increase of \$19.8 million in unbilled receivables, a \$9.2 million decrease in lease liabilities, an increase in forgivable loans for the period of \$6.1 million, which was primarily driven by \$23.9 million of forgivable loan issuances, net of repayments, offset by \$17.8 million of forgivable loan amortization, and a \$3.8 million increase in prepaid expenses and other current assets. Partially offsetting these uses of cash was an increase of \$4.8 million in incentive cash awards payable and a decrease of \$1.3 million in accounts receivable.

Non-cash items included right-of-use amortization of \$7.5 million, depreciation and amortization expense of \$5.6 million, and share-based compensation expenses of \$2.4 million.

During the fiscal year-to-date period ended June 29, 2024, net cash used in investing activities was \$4.5 million, which included capital expenditures, primarily related to furniture and leasehold improvements.

During the fiscal year-to-date period ended June 29, 2024, net cash provided by financing activities was \$45.7 million, primarily as a result of net borrowings under the revolving credit facility of \$87.0 million. Offsetting this increase in cash provided by financing activities were repurchases of common stock of \$33.3 million, payment of cash dividends of \$6.0 million, and tax withholding payments reimbursed by restricted shares on vesting of \$2.0 million.

Lease Commitments

We are a lessee under certain operating leases for office space and equipment. Certain of our operating leases have terms that impose asset retirement obligations due to office modifications or the periodic redecoration of the premises, which are included in other liabilities on our condensed consolidated balance sheets and are recorded at a value based on their estimated discounted cash flows. At June 29, 2024, we expect to incur asset retirement obligation or redecoration obligation costs over the next twelve months of \$0.1 million. The remainder of our asset retirement obligations and redecoration obligations are approximately \$2.8 million and are expected to be paid between fiscal year 2026 and fiscal year 2031 when the underlying leases terminate or when the respective lease agreement requires redecoration. We expect to satisfy these lease and related obligations as they become due from cash generated from operations.

Indebtedness

CRA is party to a Credit Agreement, dated as of August 19, 2022 (as amended, the "Credit Agreement") with Bank of America, N.A., as swingline lender, a letter of credit issuing bank and administrative agent, and with Citizens Bank, N.A., as a letter of credit issuing bank. The Credit Agreement provides CRA with a \$250.0 million revolving credit facility, which may be decreased at CRA's option to \$200.0 million during the period from July 16 in a year through January 15 in the next year. Additionally, for the period from January 16 to July 15 of each calendar year, CRA may elect to not increase the revolving credit facility to \$250.0 million. The revolving credit facility includes a \$25.0 million sublimit for the issuance of letters of credit.

We may use the proceeds of the revolving credit loans under the Credit Agreement for general corporate purposes and may repay any borrowings under the revolving credit facility at any time, but any borrowings must be repaid no later than August 19, 2027. Borrowings under the revolving credit facility bear interest at a rate per annum equal to one of the following rates, at our election, plus an applicable margin as described below: (i) in the case of borrowings in U.S. dollars by us, the Base Rate (as defined in the Credit Agreement), (ii) in the case of borrowings in U.S. dollars, a rate based on Term SOFR (as defined in the Credit Agreement) for the applicable interest period, (iii) in the case of borrowings in Euros, EURIBOR (as defined in the Credit Agreement) for the applicable interest period, (iv) in the case of borrowings in Pounds Sterling, a daily rate based on SONIA (as defined in the Credit Agreement), (v) in the case of borrowings in Canadian Dollars, Term CORRA (as defined in the Credit Agreement) for the applicable interest period, (vi) in the case of borrowings in Swiss Francs, a daily rate based on SARON (as defined in the Credit Agreement), or (vii) in the case of borrowings in any other Alternate Currency (as defined in the Credit Agreement), the relevant daily or term rate determined as provided in the Credit Agreement. The applicable margin on borrowings based on the Base Rate varies within a range of 0.25% to 1.00% depending on our consolidated net leverage

ratio, and the applicable margin on borrowings based on any of the other rates described above varies within a range of 1.25% to 2.00% depending on our consolidated net leverage ratio.

We are required to pay a fee on the amount available to be drawn under any letter of credit issued under the revolving credit facility at a rate per annum that varies between 1.25% and 2.00% depending on our consolidated net leverage ratio. In addition, we are required to pay a fee on the unused portion of the revolving credit facility at a rate per annum that varies between 0.175% and 0.250% depending on our consolidated net leverage ratio.

Under the Credit Agreement, CRA must comply with various financial and non-financial covenants. The primary financial covenants consist of a maximum consolidated net leverage ratio of 3.0 to 1 and a minimum consolidated interest coverage ratio of 2.5 to 1. The primary non-financial covenants include, but are not limited to, restrictions on CRA's ability to incur future indebtedness, engage in acquisitions or dispositions, pay dividends or repurchase capital stock, and enter into business combinations. Any indebtedness outstanding under the revolving credit facility may become immediately due upon the occurrence of stated events of default, including CRA's failure to pay principal, interest or fees, or upon the breach of any covenant. As of June 29, 2024, CRA was in compliance with the covenants of the Credit Agreement.

There was \$87.0 million in borrowings outstanding under the revolving credit facility as of June 29, 2024 and no borrowings outstanding as of December 30, 2023. As of June 29, 2024, the amount available under the revolving credit facility was reduced by certain letters of credit outstanding, which amounted to \$4.5 million.

Forgivable Loans

In order to attract and retain highly skilled professionals, we may issue forgivable loans or term loans to employees and non-employee experts. A portion of these loans is collateralized by key person life insurance. The forgivable loans have terms that are generally between two and six years. The principal amount of forgivable loans and accrued interest is forgiven by us over the term of the loans, so long as the employee or non-employee expert continues employment or affiliation with us and complies with certain contractual requirements. The forgiveness of the principal amount of the loans is recorded as compensation over the service period, which is consistent with the term of the loans.

Compensation Arrangements

We have entered into compensation arrangements for the payment of performance awards to certain of our employees and non-employee experts that are payable if specific performance targets are met. The financial targets may include a measure of revenue generation, profitability, or both. The amounts of the awards to be paid under these compensation arrangements could fluctuate depending on future performance during the applicable measurement periods. Changes in the estimated awards are expensed prospectively over the remaining service period. We believe that we will have sufficient funds to satisfy any cash obligations related to the performance awards. We expect to fund any cash payments from existing cash resources, cash generated from operations, or borrowings available on our revolving credit facility.

Our Amended and Restated 2006 Equity Incentive Plan, as amended (the "2006 Equity Plan"), authorizes the grant of a variety of incentive and performance equity awards to our directors, employees and non-employee experts, including stock options, shares of restricted stock, restricted stock units, and other equity awards.

Our long-term incentive program, or "LTIP," is used as a framework for equity grants made under our 2006 equity incentive plan to our senior corporate leaders, practice leaders, and key revenue generators. The equity awards granted under the LTIP include stock options, time-vesting restricted stock units, and performance-vesting restricted stock units.

Our LTIP allows us to grant service- and performance-based cash awards in lieu of, or in addition to, equity awards to our senior corporate leaders, practice leaders, and key revenue generators. The compensation committee of our Board of Directors is responsible for approving all cash and equity awards under the LTIP. We expect to fund any cash payments from existing cash resources, cash generated from operations, or borrowings available under our revolving credit facility.

Business and Talent Acquisitions

As part of our business, we regularly evaluate opportunities to acquire other consulting firms, practices or groups, or other businesses. In recent years, we have typically paid for acquisitions with cash, or a combination of cash and our common stock, and we may continue to do so in the future. To pay for an acquisition, we may use cash on hand, cash generated from our operations, borrowings available under our revolving credit facility, or we may pursue other forms of financing. Our ability to secure short-term and long-term debt or equity financing in the future, including our ability to refinance our credit agreement,

will depend on several factors, including our future profitability, the levels of our debt and equity, restrictions under our existing revolving credit facility with our bank, and the overall credit and equity market environments.

Share Repurchases

In February 2024, we announced that our Board of Directors authorized an expansion of our existing share repurchase program of an additional \$35.0 million of our common stock. We may repurchase shares under this program in open market purchases (including through any Rule 10b5-1 plan adopted by us) or in privately negotiated transactions in accordance with applicable insider trading and other securities laws and regulations.

During the fiscal quarter and fiscal year-to-date period ended June 29, 2024, we repurchased and retired 140,497 and 206,379 shares, respectively, under our share repurchase program at an average price per share of \$171.58 and \$161.59, respectively. During the fiscal quarter and fiscal year-to-date period ended July 1, 2023, we repurchased and retired 31,090 and 211,971 shares, respectively, under our share repurchase program at an average price per share of \$96.49 and \$111.23, respectively.

As of June 29, 2024, we had approximately \$13.1 million available for future repurchases under our share repurchase program. We plan to finance future repurchases with available cash, cash from future operations, and borrowings available under our revolving credit facility. We expect to continue to repurchase shares under our share repurchase program.

Dividends to Shareholders

We anticipate paying regular quarterly dividends each year. These dividends are anticipated to be funded through cash flow from operations, available cash on hand, and/or borrowings available under our revolving credit facility. Although we anticipate paying regular quarterly dividends on our common stock for the foreseeable future, the declaration, timing and amounts of any such dividends remain subject to the discretion of our Board of Directors. During the fiscal quarter and fiscal year-to-date period ended June 29, 2024, we paid dividends and dividend equivalents of \$2.9 million and \$6.0 million, respectively. During the fiscal quarter and fiscal year-to-date period ended July 1, 2023, we paid dividends and dividend equivalents of \$2.5 million and \$5.2 million, respectively.

Impact of Inflation

To date, inflation has not had a material impact on our financial results. There can be no assurance, however, that inflation will not adversely affect our financial results in the future.

Future Capital and Liquidity Needs

We anticipate that our future capital and liquidity needs will principally consist of funds required for:

- operating and general corporate expenses relating to the operation of our business, including the compensation of our employees under various annual bonus or long-term incentive compensation programs;
- the hiring of individuals to replenish and expand our employee base;
- capital expenditures, primarily for information technology equipment, office furniture and leasehold improvements;
- debt service and repayments, including interest payments on borrowings from our revolving credit facility;
- share repurchases under programs that we may have in effect from time to time;
- dividends to shareholders;
- potential acquisitions of businesses that would allow us to diversify or expand our service offerings;
- contingent obligations related to our acquisitions; and
- other known future contractual obligations.

The hiring of individuals to replenish and expand our employee base is an essential part of our business operations and has historically been funded principally from operations. Many of the other above activities are discretionary in nature. For example, capital expenditures can be deferred, acquisitions can be forgone, and share repurchase programs and regular

dividends can be suspended. As such, our operating model provides flexibility with respect to the deployment of cash flow from operations. Given this flexibility, we believe that our cash flows from operations, supplemented by cash on hand and borrowings under our revolving credit facility (as necessary), will provide adequate cash to fund our long-term cash needs from normal operations for at least the next twelve months.

Our conclusion that we will be able to fund our cash requirements by using existing capital resources and cash generated from operations does not take into account the impact of any future acquisition transactions or any unexpected significant changes in the number of employees or other expenditures that are currently not contemplated. The anticipated cash needs of our business could change significantly if we pursue and complete additional business acquisitions, if our business plans change, if economic conditions change from those currently prevailing or from those now anticipated, or if other unexpected circumstances arise that have a material effect on the cash flow or profitability of our business. Any of these events or circumstances, including any new business opportunities, could involve significant additional funding needs in excess of the identified currently available sources and could require us to raise additional debt or equity funding to meet those needs on terms that may be less favorable compared to our current sources of capital. Our ability to raise additional capital, if necessary, is subject to a variety of factors that we cannot predict with certainty, including:

- our future profitability;
- the quality of our accounts receivable;
- our relative levels of debt and equity;
- the volatility and overall condition of the capital markets; and
- the market prices of our securities.

Factors Affecting Future Performance

Important factors that could cause our actual results to differ materially from the forward-looking statements we make in this report, as well as a description of material risks we face, are set forth below under the heading “Risk Factors” and included in Part I, Item 1A, “Risk Factors” of our 2023 Form 10-K. If any of these risks, or any risks not presently known to us or that we currently believe are not significant, develops into an actual event, then our business, financial condition, and results of operations could be adversely affected.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our exposure to market risk during the fiscal quarter ended June 29, 2024. For information regarding our exposure to certain market risks, see Part II, Item 7A, “Quantitative and Qualitative Disclosures about Market Risk” of our 2023 Form 10-K.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. This is done in order to ensure that information we are required to disclose in the reports that are filed or submitted under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Based upon that evaluation, our President and Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 29, 2024.

Management has concluded that the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q present fairly, in all material aspects, our financial position at the end of, and the results of operations and cash flows for, the periods presented in conformity with accounting principles generally accepted in the United States.

Evaluation of Changes in Internal Control over Financial Reporting

Under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Chief Financial Officer, we evaluated whether there were any changes in our internal control over financial reporting during the second quarter of fiscal 2024. There were no changes in our internal control over financial reporting

identified in connection with the above evaluation that occurred during the second quarter of fiscal 2024 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Important Considerations

The effectiveness of our disclosure controls and procedures and our internal control over financial reporting is subject to various inherent limitations, including judgments used in decision making, assumptions about the likelihood of future events, the soundness of our systems, the possibility of human error, and the risk of fraud. Moreover, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and the risk that the degree of compliance with policies or procedures may deteriorate over time. Because of these limitations, there can be no assurance that any system of disclosure controls and procedures or internal control over financial reporting will be successful in preventing all errors or fraud or in making all material information known in a timely manner to the appropriate levels of management.

PART II. OTHER INFORMATION

ITEM 1. Legal Proceedings

None.

ITEM 1A. Risk Factors

There are many risks and uncertainties that can affect our future business, financial performance or results of operations. In addition to the other information set forth in this report, please review and consider the information regarding certain factors that could materially affect our business, financial condition or future results set forth under Part I, Item 1A, “Risk Factors” in our 2023 Form 10-K. There have been no material changes to these risk factors during the fiscal quarter ended June 29, 2024.

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

(a) Not applicable.

(b) Not applicable.

(c) The following provides information about our repurchases of shares of our common stock during the fiscal quarter ended June 29, 2024. During that period, we did not act in concert with any affiliate or any other person to acquire any of our common stock and, accordingly, we do not believe that purchases by any such affiliate or other person (if any) are reportable in the following table. For purposes of this table, we have divided the fiscal quarter into three periods of four weeks, four weeks, and five weeks, respectively, to coincide with our reporting periods during the second quarter of fiscal 2024.

Issuer Purchases of Equity Securities

Period	(a) Total Number of Shares Purchased(1)(2)	(b) Average Price Paid per Share(1)(2)	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs(2)	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs(2)
March 31, 2024 to April 27, 2024	2,340	\$ 147.94	—	\$ 37,194,638
April 28, 2024 to May 25, 2024	74,635	\$ 168.38	74,635	\$ 24,627,282
May 26, 2024 to June 29, 2024	65,862	\$ 175.20	65,862	\$ 13,088,568
Total	142,837	\$ 171.19	140,497	

(1) During the four weeks ended April 27, 2024, we accepted 2,340 shares of our common stock as a tax withholding from certain of our employees in connection with the vesting of shares of restricted stock that occurred during the indicated period, pursuant to the terms of our Amended and Restated 2006 Equity Incentive Plan, as amended, at the average price of \$147.94.

- (2) On February 29, 2024, we announced that our Board of Directors authorized an expansion to our existing share repurchase program of an additional \$35.0 million of outstanding shares of our common stock. We may repurchase shares under this program in open market purchases (including through any Rule 10b5-1 plan adopted by us) or in privately negotiated transactions in accordance with applicable insider trading and other securities laws and regulations. During the four weeks ended May 25, 2024, we repurchased and retired 74,635 shares under our share repurchase program at an average price per share of \$168.38. During the five weeks ended June 29, 2024, we repurchased and retired 65,862 shares under our share repurchase program at an average price per share of \$175.20. Approximately \$13.1 million was available for future repurchases under this program as of June 29, 2024. We expect to continue to repurchase shares under this program.

ITEM 3. Defaults Upon Senior Securities

None.

ITEM 4. Mine Safety Disclosures

None.

ITEM 5. Other Information

During the fiscal quarter ended June 29, 2024, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (in each case, as defined in Item 408 of Regulation S-K).

ITEM 6. Exhibits

Item No.	Filed with this Form 10-Q	Description
3.1		Amended and Restated Articles of Organization, as amended by the Articles of Amendment to our Articles of Organization filed on May 6, 2005 (incorporated by reference to Exhibit 3.1 to our annual report on Form 10-K filed on February 27, 2020).
3.2		Amended and Restated By-Laws, as amended (incorporated by reference to Exhibit 3.2 to our current report on Form 8-K filed on January 31, 2011).
10.1	X	Amendment No. 1 to Credit Agreement, by and among CRA International, Inc., CRA International (UK) Limited, CRA International (Netherlands) B.V., and CRA International Limited, as the Borrowers, Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, the other L/C Issuers party thereto and the other Lenders party thereto, dated as of June 21, 2024.
31.1	X	Certification of Principal Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	X	Certification of Principal Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	X	Certification of Principal Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	X	Certification of Principal Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	X	The following financial statements from CRA International, Inc.’s Quarterly Report on Form 10-Q for the fiscal quarter ended June 29, 2024, formatted in Inline XBRL (eXtensible Business Reporting Language), as follows: (i) Condensed Consolidated Statements of Operations (unaudited) for the fiscal quarters ended June 29, 2024 and July 1, 2023, (ii) Condensed Consolidated Statements of Comprehensive Income (unaudited) for the fiscal quarters ended June 29, 2024 and July 1, 2023, (iii) Condensed Consolidated Balance Sheets (unaudited) at June 29, 2024 and December 30, 2023, (iv) Condensed Consolidated Statements of Cash Flows (unaudited) for the fiscal quarters ended June 29, 2024 and July 1, 2023, (v) Condensed Consolidated Statement of Shareholders’ Equity (unaudited) for the fiscal quarter ended June 29, 2024 and July 1, 2023, and (vi) Notes to Condensed Consolidated Financial Statements (Unaudited).
104		Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

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.

CRA INTERNATIONAL, INC.

Date: August 1, 2024

By: /s/ PAUL A. MALEH
 Paul A. Maleh
 President and Chief Executive Officer

Date: August 1, 2024

By: /s/ DANIEL K. MAHONEY
 Daniel K. Mahoney
 *Chief Financial Officer, Executive Vice President
 and Treasurer*

AMENDMENT NO. 1 TO CREDIT AGREEMENT

THIS AMENDMENT NO. 1 TO CREDIT AGREEMENT (this “Amendment”), dated as of June 21, 2024, is entered into by and among CRA INTERNATIONAL, INC., a Massachusetts corporation (the “Company”), CRA INTERNATIONAL (UK) LIMITED, a private limited company incorporated in the United Kingdom (registered number 04007726) (the “UK Borrower”), CRA INTERNATIONAL LIMITED, a company organized under the laws of Ontario (the “Canadian Borrower”), CRA INTERNATIONAL (NETHERLANDS) B.V., a private company with limited liability organized and existing under the laws of the Netherlands, registered with the trade register of the Chamber of Commerce under number 34261117 (the “Dutch Borrower”, and together with the UK Borrower and the Canadian Borrower, each a “Designated Borrower”, and collectively the “Designated Borrowers”; the Designated Borrowers together with the Company, each a “Borrower” and collectively, the “Borrowers”), and BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

RECITALS

WHEREAS, the Borrowers, the Guarantors from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto (collectively, the “Lenders”), and Bank of America, N.A., as Administrative Agent, have entered into that certain Credit Agreement dated as of August 19, 2022 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Credit Agreement”);

WHEREAS, certain loans, disbursements, and/or other extensions of credit under the Credit Agreement denominated in Canadian Dollars (the “Alternative Currency Term Rate Loans”) incur or are permitted to incur interest, fees, commissions or other amounts based on the Canadian Dollar Offered Rate (“CDOR”) in accordance with the terms of the Credit Agreement; and

WHEREAS, applicable parties under the Credit Agreement have determined in accordance with the Credit Agreement that CDOR should be replaced with a Successor Rate in accordance with the Credit Agreement and, in connection therewith, the Administrative Agent has determined that certain conforming changes are necessary or advisable.

NOW, THEREFORE, in accordance with the terms of the Credit Agreement, this Amendment is entered into by the Administrative Agent and the Borrowers:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein (including on any Appendix attached hereto) shall have the meanings provided to such terms in the Credit Agreement, as amended by this Amendment.

2. Amendments to Credit Agreement.

(a) Notwithstanding any provision of the Credit Agreement or any other document related thereto (the “Loan Documents”) to the contrary, the parties hereto hereby agree that the terms set forth on Appendix A shall apply to the Alternative Currency Term Rate Loans. For the avoidance of doubt, (x) to the extent provisions in the Credit Agreement apply to Alternative Currency Term Rate Loans and such provisions are not specifically addressed by Appendix A, the provisions in the Credit Agreement shall continue to apply to such Alternative Currency Term Rate Loans and (y) the amendments herein are solely applicable to the Alternative Currency Term Rate Loans as set forth herein and not applicable to any other Relevant Rate.

(b) Section 1.08(c) of the Credit Agreement is hereby amended by inserting the following sentence at the end of such section:

“By agreeing to make Loans under this Agreement, each Lender is confirming it has all licenses, permits and approvals necessary for use of the reference rates referred to herein and it will do all things necessary to comply, preserve, renew and keep in full force and such licenses, permits and approvals.”

3. Conflict with Loan Documents. In the event of any conflict between the terms of this Amendment and the terms of the Credit Agreement or the other Loan Documents, solely with respect to the Alternative Currency Term Rate Loans, the terms hereof shall control.

4. Conditions Precedent. This Amendment shall become effective as of June 27, 2024 5:00 p.m. (New York City Time), which is the fifth Business Day after the date hereof (such date, the “Amendment Effective Date”), upon receipt by the Administrative Agent of counterparts of this Amendment, properly executed by the Administrative Agent and each Borrower. The Administrative Agent has not received, by such time, written notice of objection to this Amendment from Lenders comprising the Required Lenders.

5. Notice. The Administrative Agent hereby notifies the Borrowers and the Lenders of (i) the implementation of the Canadian Benchmark Replacement and (ii) the effectiveness of the Canadian Benchmark Replacement Conforming Changes, in each case, pursuant to this Amendment. To the extent the Credit Agreement requires the Administrative Agent to provide notice that any of the foregoing events has occurred, this Amendment constitutes such notice.

6. Payment of Expenses. The Borrowers agree to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including all reasonable fees, charges and disbursements of counsel to the Administrative Agent.

7. Miscellaneous.

(a) The Loan Documents, and the obligations of the Borrowers and the Guarantors under the Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Amendment is a Loan Document.

(b) Each Borrower and each Guarantor (i) acknowledges and consents to all of the terms and conditions of this Amendment, (ii) affirms all of its obligations under the Loan Documents, (iii) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge any of its obligations under the Loan Documents; (iv) confirms its grant of security interests, if any, pursuant to the Loan Documents to which it is a party, and (v) acknowledges that all Liens granted (or purported to be granted), if any, pursuant to the Loan Documents remain and continue in full force and effect in respect of, and to secure, the Obligations. Each Guarantor hereby reaffirms its obligations under the Guaranty and agrees that its obligation to guarantee the Obligations is in full force and effect as of the date hereof.

(c) Each Borrower and each Guarantor represents and warrants that:

(i) This Amendment has been duly executed and delivered by such Person, and constitutes a valid and binding obligation of such Person, enforceable against it in

accordance with the terms hereof, subject to applicable bankruptcy, insolvency, restructuring, reorganization, moratorium, fraudulent transfer or other laws affecting creditors' rights generally and subject to general principles of equity and good faith.

(i) The execution, delivery and performance by such Person of this Amendment have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene the terms of its Organization Documents,

(ii) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (x) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any subsidiary thereof or (y) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, except in the case of each of clauses (x) and (y), as could not reasonably be expected to have a Material Adverse Effect, or (iii) violate any Applicable Law in any material respect.

(iv) Before and after giving effect to this Amendment, (A) all representations and warranties of such Person set forth in the Loan Documents are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality (after giving effect to such materiality qualification)) on and as of the Amendment Effective Date (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality (after giving effect to such materiality qualification)) as of such earlier date), and (B) no Default exists.

(d) This Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each Person party hereto agrees that any Electronic Signature on or associated with this Amendment shall be valid and binding on such Person to the same extent as a manual, original signature, and that this Amendment may be entered into by Electronic Signature and will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. This Amendment may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Amendment. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed Amendment which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Amendment converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lender Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Administrative Agent, L/C Issuer nor Swingline Lender is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent, L/C Issuer and/or Swingline Lender has agreed to accept such Electronic Signature, the Administrative Agent and each of the Lender Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/or any Lender

Party without further verification and (b) upon the request of the Administrative Agent or any Lender Party, any Electronic Signature shall be promptly followed by such manually executed counterpart.

(e) If any provision of this Amendment is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 7(e), if and to the extent that the enforceability of any provisions in this Amendment and the Credit Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, any L/C Issuer or the Swingline Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

(f) The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

ADMINISTRATIVE AGENT: **BANK OF AMERICA, N.A.,**
as Administrative Agent

By: /s/ David J. Smith
Name: David J. Smith
Title: Vice President

COMPANY: **CRA INTERNATIONAL, INC.**

By: /s/ Paul Maleh
Name: Paul Maleh
Title: President and Chief Executive Officer

DESIGNATED BORROWERS: **CRA INTERNATIONAL (UK) LIMITED**

By: /s/ Paul Maleh
Name: Paul Maleh
Title: Director

CRA INTERNATIONAL LIMITED

By: /s/ Paul Maleh
Name: Paul Maleh

Title: President and Chief Executive Officer

CRA INTERNATIONAL (NETHERLANDS) B.V.

By: /s/ Paul Maleh
Name: Paul Maleh

Title: Managing Director

Appendix A

TERMS APPLICABLE TO ALTERNATIVE CURRENCY TERM RATE LOANS

1. Defined Terms. The following terms shall have the meanings set forth below:

“Administrative Agent’s Office” means, with respect to any currency, the Administrative Agent’s address and, as appropriate, account specified in the Credit Agreement with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify the Borrowers and the Lenders.

“Alternative Currency Term Rate” means, for any Interest Period, with respect to any extension of credit under the Credit Agreement denominated in Canadian Dollars, the rate per annum equal to the forward-looking term rate based on CORRA (“Term CORRA”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such case, the “Term CORRA Rate”) on the Rate Determination Date with a term equivalent to such Interest Period plus the Term CORRA Adjustment for such Interest Period; provided, that, if any Alternative Currency Term Rate shall be less than zero, such rate shall be deemed zero for purposes of this Amendment.

“Alternative Currency Term Rate Loan” means a Loan that bears interest at a rate based on the definition of “Alternative Currency Term Rate.” All Alternative Currency Term Rate Loans must be denominated in Canadian Dollars.

“Applicable Rate” means the Applicable Rate, or any similar or analogous definition in the Credit Agreement.

“Base Rate” means the Base Rate, or any similar or analogous definition in the Credit Agreement.

“Base Rate Loans” means a Loan that bears interest at a rate based on the Base Rate.

“Borrowing” means a Borrowing, or any similar or analogous definition in the Credit Agreement.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state where the Administrative Agent’s Office is located; provided that

(a) if such day relates to any interest rate settings as to an Alternative Currency Term Rate Loan, means any such day on which dealings in deposits in Canadian Dollars are conducted by and between banks in the applicable offshore interbank market for such currency; and

(b) if such day relates to any fundings, disbursements, settlements and payments in Canadian Dollars in respect of an Alternative Currency Term Rate Loan, or any other dealings in Canadian Dollars to be carried out pursuant to this Amendment in respect of any such Alternative Currency Term Rate Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

“Canadian Benchmark Replacement” means the Successor Rate solely with respect to Canadian Dollars.

“Canadian Benchmark Replacement Conforming Changes” means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day”, the definition of “Interest Period”, the definition of “Alternative Currency Daily Rate”, the definition of “Alternative Currency Term Rate”, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the day basis for calculating interest for Alternative Currency Term Rate Loans, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Amendment and the other Loan Documents).

“CDOR Rate” means CDOR, CDOR Rate, or any similar or analogous definition in the Credit Agreement.

“CDOR Rate Loans” means a Loan that bears interest at a rate based on the CDOR Rate.

“Committed Loan Notice” means a Loan Notice, or any similar or analogous definition in the Credit Agreement.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“Dollar” and “\$” mean lawful money of the United States.

“Dollar Equivalent” means the Dollar Equivalent or any similar or analogous definition in the Credit Agreement.

“Interest Payment Date” means, as to any Alternative Currency Term Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date set forth in the Credit Agreement; provided, however, that if any Interest Period for an Alternative Currency Term Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates.

“Interest Period” means as to each Alternative Currency Term Rate Loan, the period commencing on the date such Alternative Currency Term Rate Loan is disbursed or converted to or continued as an Alternative Currency Term Rate Loan and ending on the date one or three months thereafter, as selected by the applicable Borrower in its Loan Notice (in the case of each requested Interest Period, subject to availability); provided that:

- (a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case

of an Alternative Currency Term Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period pertaining to an Alternative Currency Term Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date set forth in the Credit Agreement.

“Rate Determination Date” means two (2) Business Days prior to the commencement of such Interest Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Administrative Agent; provided that, to the extent such market practice is not administratively feasible for the Administrative Agent, then “Rate Determination Date” means such other day as otherwise reasonably determined by the Administrative Agent).

“Required Lenders” means the Required Lenders, or any similar or analogous definition in the Credit Agreement.

“Revaluation Date” means, with respect to any Loan, each of the following: (a) each date of a Borrowing of an Alternative Currency Term Rate Loan, (b) each date of a continuation of an Alternative Currency Term Rate Loan pursuant to the terms of the Credit Agreement, and

(c) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require.

“Successor Rate” means the Successor Rate, or any similar or analogous definition in the Credit Agreement.

“Term CORRA Adjustment” means (i) 0.29547% (29.547 basis points) for an Interest Period of one-month’s duration, and (ii) 0.32138% (32.138 basis points) for an Interest Period of three-months’ duration.

“Type” means, with respect to a Loan, its character as an Alternative Currency Term Rate Loan.

2. Terms Applicable to Alternative Currency Term Rate Loans. From and after the Amendment Effective Date, the parties hereto agree as follows, solely with respect to Alternative Currency Term Rate Loans:

(a) Alternative Currencies. (i) Canadian Dollars shall not be considered a currency for which there is a published CDOR Rate, and (ii) any request for a new Loan denominated in Canadian Dollars, or to continue an existing Loan denominated in Canadian Dollars, shall be deemed to be a request for a new Loan bearing interest at the Alternative Currency Term Rate; provided, that, to the extent any Loan bearing interest at the CDOR Rate is outstanding on the Amendment Effective Date, such Loan shall continue to bear interest at the CDOR Rate until the end of the current Interest Period or payment period applicable to such Loan.

(b) References to CDOR Rate and CDOR Rate Loans in the Credit Agreement and Loan Documents.

(i) References to the CDOR Rate and CDOR Rate Loans in provisions of the Credit Agreement and the other Loan Documents that are not specifically addressed herein (other than the definitions of CDOR Rate and CDOR Rate Loan) shall be deemed to include the Alternative Currency Term Rate, and Alternative Currency Term Rate Loans, as applicable.

(ii) For purposes of any requirement for the Borrowers to compensate Lenders for losses in the Credit Agreement resulting from any continuation, conversion, payment or prepayment of any Alternative Currency Term Rate Loan on a day other than the last day of any Interest Period (as defined in the Credit Agreement), references to the Interest Period (as defined in the Credit Agreement) shall be deemed to include any relevant interest payment date or payment period for an Alternative Currency Term Rate Loan.

(c) Borrowings and Continuations of Alternative Currency Term Rate Loans. In addition to any other borrowing requirements set forth in the Credit Agreement:

(i) Alternative Currency Term Rate Loans. Each Borrowing of Alternative Currency Term Rate Loans, and each continuation of an Alternative Currency Term Rate Loan shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Committed Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (Eastern time) three Business Days prior to the requested date of any Borrowing of or any continuation of Alternative Currency Term Rate Loans. Each Borrowing of or continuation of Alternative Currency Term Rate Loans shall be in a principal amount of the Dollar Equivalent of \$2,000,000 or a whole multiple of the Dollar Equivalent of \$1,000,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether the applicable Borrower is requesting a Borrowing or a continuation of Alternative Currency Term Rate Loans, (ii) the requested date of the Borrowing or continuation, as the case may be (which shall be a Business Day), (iii) the currency and principal amount of Loans to be borrowed or continued, (iv) the Type of Loans to be borrowed, (v) if applicable, the duration of the Interest Period with respect thereto. If a Borrower fails to specify a currency in a Committed Loan Notice requesting a Borrowing, then the Loans so requested shall be made in Dollars. If a Borrower fails to specify a Type of Loan in a Committed Loan Notice or if such Borrower fails to give a timely notice requesting a continuation, then the applicable Loans shall be made as Base Rate Loans denominated in Dollars; provided, however, that in the case of a failure to timely request a continuation of Alternative Currency Term Rate Loans, such Loans shall be continued as Alternative Currency Term Rate Loans in their original currency with an Interest Period of one (1) month. If a Borrower requests a Borrowing of or continuation of Alternative Currency Term Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. Except as otherwise specified in the Credit Agreement, no Alternative Currency Term Rate Loan may be converted into or continued as a Loan denominated in a different currency, but

instead must be repaid in the original currency of such Alternative Currency Term Rate Loan and reborrowed in the other currency.

(ii) Committed Loan Notice. For purposes of a Borrowing of Alternative Currency Term Rate Loans, or a continuation of and Alternative Currency Term Rate Loan, each Borrower shall use the Loan Notice attached to the Credit Agreement.

(d) Interest.

(i) Subject to the provisions of the Credit Agreement with respect to default interest, each Alternative Currency Term Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Alternative Currency Term Rate for such Interest Period plus the Applicable Rate.

(ii) Interest on each Alternative Currency Term Rate Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified in the Credit Agreement; provided, that any prepayment of any Alternative Currency Term Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any debtor relief law.

(e) Canadian Benchmark Replacements. The provisions in the Credit Agreement addressing the replacement of a current Relevant Rate shall be deemed to apply to Alternative Currency Term Rate Loans and Term CORRA, as applicable.

**CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Paul A. Maleh, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q (this "report") of CRA International, Inc. (the "registrant");
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. The registrant's other certifying officer and I are 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: August 1, 2024

By: /s/ PAUL A. MALEH

Paul A. Maleh

President and Chief Executive Officer

**CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Daniel K. Mahoney, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q (this "report") of CRA International, Inc. (the "registrant");
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. The registrant's other certifying officer and I are 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: August 1, 2024

By: /s/ DANIEL K. MAHONEY

Daniel K. Mahoney

Chief Financial Officer, Executive Vice President and Treasurer

**CERTIFICATION PURSUANT TO
18 U.S.C. §1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of CRA International, Inc. (the "Company") on Form 10-Q for the quarter ended June 29, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned President and Chief Executive Officer of the Company, certifies, to the best knowledge and belief of the signatory, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (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 operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ PAUL A. MALEH

Paul A. Maleh

President and Chief Executive Officer

Date: August 1, 2024

**CERTIFICATION PURSUANT TO
18 U.S.C. §1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of CRA International, Inc. (the "Company") on Form 10-Q for the quarter ended June 29, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned Chief Financial Officer, Executive Vice President and Treasurer of the Company, certifies, to the best knowledge and belief of the signatory, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (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 operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ DANIEL K. MAHONEY

Daniel K. Mahoney

Chief Financial Officer, Executive Vice President and Treasurer

Date: August 1, 2024