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 28, 2019

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 001-37793

Atkore International Group Inc.
(Exact name of registrant as specified in its charter)

Delaware	**90-0631463**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

16100 South Lathrop Avenue, Harvey, Illinois 60426
(Address of principal executive offices) (Zip Code)
708-339-1610
(Registrant's telephone number, including area code)

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

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, $.01 par value per share	ATKR	New York Stock Exchange

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 Securities Act. ☐

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

As of July 26, 2019, there were 46,819,639 shares of the registrant's common stock, $0.01 par value per share, outstanding.

Table of Contents

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

		Three months ended		Nine months ended	
(in thousands, except per share data)	Note	June 28, 2019	June 29, 2018	June 28, 2019	June 29, 2018
Net sales		$ 493,491	$ 498,014	$ 1,414,828	$ 1,357,572
Cost of sales		367,357	377,685	1,061,350	1,031,219
Gross profit		126,134	120,329	353,478	326,353
Selling, general and administrative		59,049	57,482	171,778	169,195
Intangible asset amortization	13	7,868	7,694	24,278	24,146
Operating income		59,217	55,153	157,422	133,012
Interest expense, net		12,789	12,442	38,277	28,322
Other (income) expense, net	7	(1,228)	(1,840)	(3,422)	(27,516)
Income before income taxes		47,656	44,551	122,567	132,206
Income tax expense	8	11,106	10,352	29,513	28,260
Net income		$ 36,550	$ 34,199	$ 93,054	$ 103,946
Net income per share					
Basic	9	$ 0.77	$ 0.73	$ 1.95	$ 1.92
Diluted	9	$ 0.75	$ 0.70	$ 1.90	$ 1.84

See Notes to unaudited condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

		Three months ended		Nine months ended	
(in thousands)	**Note**	**June 28, 2019**	**June 29, 2018**	**June 28, 2019**	**June 29, 2018**
Net income		$ 36,550	$ 34,199	$ 93,054	$ 103,946
Other comprehensive (loss) income , net of tax:					
Change in foreign currency translation adjustment		(610)	(3,293)	(2,404)	(1,793)
Change in unrecognized loss related to pension benefit plans	5	20	65	60	194
Total other comprehensive (loss)	10	(590)	(3,228)	(2,344)	(1,599)
Comprehensive income		$ 35,960	$ 30,971	$ 90,710	$ 102,347

See Notes to unaudited condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(in thousands, except share and per share data)	Note	June 28, 2019	September 30, 2018
Assets			
Current Assets:			
Cash and cash equivalents		$ 100,734	$ 126,662
Accounts receivable, less allowance for doubtful accounts of $1,448 and $1,762, respectively		322,156	265,147
Inventories, net	11	224,771	221,753
Prepaid expenses and other current assets		43,225	33,576
Total current assets		690,886	647,138
Property, plant and equipment, net	12	237,565	213,108
Intangible assets, net	13	291,188	291,916
Goodwill	13	189,050	170,129
Deferred tax assets	8	1,074	162
Other long-term assets		3,251	1,607
Total Assets		$ 1,413,014	$ 1,324,060
Liabilities and Equity			
Current Liabilities:			
Short-term debt and current maturities of long-term debt	14	$ —	$ 26,561
Accounts payable		152,898	156,525
Income tax payable		1,082	542
Accrued compensation and employee benefits		29,153	33,350
Customer liabilities	2	42,922	3,377
Other current liabilities		42,963	52,392
Total current liabilities		269,018	272,747
Long-term debt	14	884,503	877,686
Deferred tax liabilities	8	26,749	16,510
Other long-term tax liabilities		894	1,443
Pension liabilities		15,068	17,075
Other long-term liabilities		14,264	16,540
Total Liabilities		1,210,496	1,202,001
Equity:			
Common stock, $0.01 par value, 1,000,000,000 shares authorized, 46,676,788 and 47,079,645 shares issued and outstanding, respectively		468	472
Treasury stock, held at cost, 260,900 and 260,900 shares, respectively		(2,580)	(2,580)
Additional paid-in capital		472,138	457,978
Accumulated deficit		(246,393)	(317,373)
Accumulated other comprehensive loss	10	(21,115)	(16,438)
Total Equity		202,518	122,059
Total Liabilities and Equity		$ 1,413,014	$ 1,324,060

See Notes to unaudited condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(in thousands)	Note	Nine months ended June 28, 2019	Nine months ended June 29, 2018
Operating activities:			
Net income		$ 93,054	$ 103,946
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization		54,061	49,255
Deferred income taxes	8	1,882	(4,354)
Gain on sale of a business	4	—	(27,575)
Stock-based compensation		8,936	9,828
Other adjustments to net income		3,857	4,642
Changes in operating assets and liabilities, net of effects from acquisitions			
Accounts receivable		(4,190)	(40,160)
Inventories		5,032	(18,038)
Accounts payable		(11,218)	29,420
Other, net		(31,235)	13,614
Net cash provided by operating activities		120,179	120,578
Investing activities:			
Capital expenditures		(21,611)	(26,314)
Divestiture of business	4	—	42,631
Acquisition of businesses, net of cash acquired	3	(83,385)	(3,350)
Other, net		(194)	1,475
Net cash (used in) provided by investing activities		(105,190)	14,442
Financing activities:			
Borrowings under credit facility		39,000	309,000
Repayments under credit facility		(39,000)	(394,000)
Repayments of short-term debt	14	(20,980)	(5,850)
Repayments of long-term debt		—	(1,217)
Issuance of long-term debt		—	426,217
Payment for debt financing costs and fees		—	(5,801)
Issuance of common stock		5,232	10,874
Repurchase of common stock		(24,419)	(410,157)
Other, net		(105)	(114)
Net cash used for financing activities		(40,272)	(71,048)
Effects of foreign exchange rate changes on cash and cash equivalents		(645)	(171)
(Decrease) increase in cash and cash equivalents		(25,928)	63,801
Cash and cash equivalents at beginning of period		126,662	45,718
Cash and cash equivalents at end of period		$ 100,734	$ 109,519
Supplementary Cash Flow information			
Capital expenditures, not yet paid		$ 767	$ 363

See Notes to unaudited condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
(Unaudited)

(in thousands)	Common Stock Shares	Common Stock Amount	Treasury Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Equity
Balance as of September 30, 2017	**63,305**	**$ 634**	**$ (2,580)**	**$ 423,232**	**$ (42,433)**	**$ (17,982)**	**$ 360,871**
Net income	—	—	—	—	27,189	—	27,189
Other comprehensive income	—	—	—	—	—	396	396
Stock-based compensation	—	—	—	3,564	—	—	3,564
Issuance of common stock	565	6	—	3,322	—	—	3,328
Repurchase of common stock	(351)	(4)	—	—	(6,676)	—	(6,680)
Balance as of December 29, 2017	**63,519**	**636**	**(2,580)**	**430,118**	**(21,920)**	**(17,586)**	**388,668**
Net income	—	—	—	—	42,558	—	42,558
Other comprehensive income	—	—	—	—	—	1,233	1,233
Stock-based compensation	—	—	—	2,770	—	—	2,770
Issuance of common stock	291	3	—	1,968	—	—	1,971
Repurchase of common stock	(17,232)	(172)	—	—	(374,953)	—	(375,125)
Balance as of March 30, 2018	**46,578**	**467**	**(2,580)**	**434,856**	**(354,315)**	**(16,353)**	**62,075**
Net income	—	—	—	—	34,199	—	34,199
Other comprehensive loss	—	—	—	—	—	(3,228)	(3,228)
Stock-based compensation	—	—	—	3,494	—	—	3,494
Issuance of common stock	753	7	—	5,568	—	—	5,575
Repurchase of common stock	(1,359)	(13)	—	—	(28,339)	—	(28,352)
Balance as of June 29, 2018	**45,972**	**461**	**(2,580)**	**443,918**	**(348,455)**	**(19,581)**	**73,763**

(in thousands)	Common Stock Shares	Common Stock Amount	Treasury Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Equity
Balance as of September 30, 2018	**47,080**	**$ 472**	**$ (2,580)**	**$ 457,978**	**$ (317,373)**	**$ (16,438)**	**$ 122,059**
Net income	—	—	—	—	26,949	—	26,949
Other comprehensive loss	—	—	—	—	—	(2,721)	(2,721)
Stock-based compensation	—	—	—	2,982	—	—	2,982
Issuance of common stock	131	1	—	(696)	—	—	(695)
Repurchase of common stock	(1,230)	(12)	—	—	(24,407)	—	(24,419)
Balance as of December 28, 2018	**45,981**	**461**	**(2,580)**	**460,264**	**(314,831)**	**(19,159)**	**124,155**
Net income	—	—	—	—	29,555	—	29,555
Other comprehensive loss	—	—	—	—	—	967	967
Reclassification of stranded tax benefits (1)	—	—	—	—	2,333	(2,333)	—
Stock-based compensation	—	—	—	1,834	—	—	1,834
Issuance of common stock	235	2	—	1,984	—	—	1,986
Balance as of March 29, 2019	**46,216**	**463**	**(2,580)**	**464,082**	**(282,943)**	**(20,525)**	**158,497**
Net income	—	—	—	—	36,550	—	36,550
Other comprehensive income	—	—	—	—	—	(590)	(590)
Stock-based compensation	—	—	—	4,120	—	—	4,120
Issuance of common stock	460	5	—	3,936	—	—	3,941
Balance as of June 28, 2019	**46,676**	**$ 468**	**$ (2,580)**	**$ 472,138**	**$ (246,393)**	**$ (21,115)**	**$ 202,518**

(1) Due to the adoption of ASU 2018-02.

See Notes to unaudited condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)
(dollars and shares in thousands, except per share data)

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Organization and Ownership Structure — Atkore International Group Inc. (the "Company", "Atkore" or "AIG") is a leading manufacturer of Electrical Raceway products primarily for the non-residential construction and renovation markets and Mechanical Products & Solutions ("MP&S") for the construction and industrial markets. Electrical Raceway products form the critical infrastructure that enables the deployment, isolation and protection of a structure's electrical circuitry from the original power source to the final outlet. MP&S frame, support and secure component parts in a broad range of structures, equipment and systems in electrical, industrial and construction applications.

Atkore was incorporated in the State of Delaware on November 4, 2010. Atkore is the sole stockholder of Atkore International Holdings Inc. ("AIH"), which in turn is the sole stockholder of Atkore International, Inc. ("AII").

Basis of Presentation — The accompanying unaudited condensed consolidated financial statements of the Company included herein have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). These unaudited condensed consolidated financial statements have been prepared in accordance with the Company's accounting policies and on the same basis as those financial statements included in the Company's latest Annual Report on Form 10-K for the year ended September 30, 2018 filed with the U.S. Securities and Exchange Commission (the "SEC") on November 28, 2018, and should be read in conjunction with those consolidated financial statements and the notes thereto. Certain information and disclosures normally included in the Company's annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to the rules and regulations of the SEC.

The unaudited condensed consolidated financial statements include the assets and liabilities used in operating the Company's business. All intercompany balances and transactions have been eliminated in consolidation. The results of companies acquired or disposed of are included in the unaudited condensed consolidated financial statements from the effective date of acquisition or up to the date of disposal.

These statements include all adjustments (consisting of normal recurring adjustments) that the Company considered necessary to present a fair statement of its results of operations, financial position and cash flows. The results reported in these unaudited condensed consolidated financial statements should not be regarded as necessarily indicative of results that may be expected for the entire year.

Fiscal Periods — The Company has a fiscal year that ends on September 30. It is the Company's practice to establish quarterly closings using a 4-5-4 calendar. The Company's fiscal quarters end on the last Friday in December, March and June.

Use of Estimates — The preparation of the condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclose contingent assets and liabilities at the date of the condensed consolidated financial statements and report the associated amounts of revenues and expenses. Actual results could differ materially from these estimates.

Summary of Significant Accounting Policies

Fair Value Measurements — Authoritative guidance for fair value measurements establishes a three-level hierarchy that ranks the quality and reliability of information used in developing fair value estimates. The hierarchy gives the highest priority to quoted prices in active markets and the lowest priority to unobservable data. In cases where two or more levels of inputs are used to determine fair value, a financial instrument’s level is determined based on the lowest level input that is considered significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are summarized as follows:

Level 1—inputs are based upon quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible as of the measurement date.

Level 2—inputs are based upon quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and model-derived valuations for the asset or liability that are derived principally from or corroborated by market data for which the primary inputs are observable, including forward interest rates, yield curves, credit risk and exchange rates.

Level 3—inputs for the valuations are unobservable and are based on management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques such as option pricing models and discounted cash flow models.

See Note 15, "Fair Value Measurements" for further detail.

Recent Accounting Pronouncements

A summary of recently adopted accounting guidance is as follows. Adoption dates are on the first day of the fiscal year indicated below, unless otherwise specified.

ASU	Description of ASU	Impact to Atkore	Note	Adoption Date
2014-09 Revenue from Contracts with Customers and subsequent amendments	The Accounting Standards Update ("ASU") provides guidance for revenue recognition. The update's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under current guidance. Examples of the use of judgments and estimates may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The update also requires more detailed disclosures to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The update provides for two transition methods to the new guidance: a full retrospective approach and a modified retrospective approach.	The Company adopted the guidance in the first quarter of 2019 using the modified retrospective method. See Note 2, "Revenue from Contracts with Customers" for further detail.	2	2019
2018-02 Income Statement - Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income	The ASU provided entities with the option to reclassify tax effects stranded in accumulated other comprehensive income as a result of the "H.R.1", also known as the "Tax Cuts and Jobs Act" ("TCJA") to retained earnings.	The Company elected to adopt the guidance early in the quarter ended March 29, 2019. As a result of adoption of the ASU, the Company reclassified $2,333 of stranded tax benefits related to its pension plans out of Accumulated other comprehensive loss and into Accumulated deficit for the quarter ended March 29, 2019. The Company's policy is to release the tax effects as the related amounts in other comprehensive income are recognized in net income.	10	2019
2018-07 Improvements to Nonemployee Share-Based Payment Accounting.	The ASU simplifies the accounting for share-based payments to nonemployees by aligning it with the accounting for share-based payments to employees, with certain exceptions.	The Company elected to adopt the guidance early in the quarter ended June 28, 2019. There was no material impact to the consolidated financial statements as a result of the adoption of ASU 2018-07.		2019
2018-13 Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement	The ASU amends Accounting Standard Codification ("ASC") 820 to add, remove and clarify disclosure requirements related to fair value measurements.	The Company elected to adopt the guidance early in the quarter ended June 28, 2019. There was no material impact to the consolidated financial statements as a result of the adoption of ASU 2018-13.		2019

A summary of accounting guidance not yet adopted is as follows. Effective dates are on the first day of the fiscal year indicated below, unless otherwise specified.

ASU	Description of ASU	Impact to Atkore	Effective Date
2016-02 Leases (Topic 842)	The ASU requires companies to use a "right of use" lease model that assumes that each lease creates an asset (the lessee's right to use the leased asset) and a liability (the future rent payment obligations), which should be reflected on a lessee's balance sheet to fairly represent the lease transaction and the lessee's related financial obligations with terms of more than 12 months.	The Company will adopt the new lease guidance in the first quarter of fiscal 2020. The Company has established an implementation team, deployed lease landscape surveys, selected a software provider, completed lease data abstraction, progressed on software implementation and is currently evaluating the impact of adoption of this ASU on its consolidated financial statements.	2020
2016-13 Financial Instruments - Credit Losses (Topic 326)	The ASU adds to U.S. GAAP an impairment model (known as the current expected credit loss (CECL) model) that is based on expected losses rather than incurred losses. Under the new guidance, an entity recognizes as an allowance its estimate of expected credit losses, which the FASB believes will result in more timely recognition of such losses.	Under evaluation.	2021
2018-14 Disclosure Framework - Changes to the Disclosure Requirements for Defined Benefit Plans	The ASU amends ASC 715 to add, remove and clarify disclosure requirements related to defined benefit pension and other postretirement plans.	Under evaluation.	2021

2. REVENUE FROM CONTRACTS WITH CUSTOMERS

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, and issued subsequent amendments to the initial guidance in August 2015, March 2016, April 2016, May 2016, and December 2016 within ASU 2015-14, ASU 2016-08, ASU 2016-10 and ASU 2016-20, respectively. The core principle of this new revenue recognition guidance is that a company will recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The new guidance defines a five-step process to implement this core principle. The new guidance also requires more detailed disclosures to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The new guidance provides for two transition methods, a full retrospective approach and a modified retrospective approach. The Company adopted the new guidance on October 1, 2018 utilizing the modified retrospective method of adoption for contracts not completed at the adoption date and determined there were no changes required to its reported revenues and earnings as a result of the adoption. The impacts to the consolidated financial statements consist of balance sheet reclassifications including amounts associated with the changes in the classification of reserves related to volume rebates and returns reserves. The Company has also enhanced its disclosures of revenue to comply with the new guidance. The impact to the Company’s financial statements as of June 28, 2019 was as follows:

	As of June 28, 2019		
Balance Sheet	**As Reported**	**Balances before adoption of ASC 606**	**Effect of Adoption Higher/(Lower)**
Accounts receivable, net	322,156	283,482	38,674
Customer liabilities	42,922	4,248	38,674

The Company’s revenue arrangements primarily consist of a single performance obligation to transfer promised goods which is satisfied at a point in time when title, risks and rewards of ownership, and subsequently control have transferred to the customer. This generally occurs when the product is shipped to the customer, with an immaterial amount of transactions in which control transfers upon delivery. The Company primarily offers assurance-type standard warranties that do not represent separate performance obligations.

The Company has certain arrangements that require it to estimate at the time of sale the amounts of variable consideration that should not be recorded as revenue as certain amounts are not expected to be collected from customers, as well as an estimate of the value of products to be returned. The Company principally relies on historical experience, specific customer agreements, and anticipated future trends to estimate these amounts at the time of sale and to reduce the transaction price. These arrangements include sales discounts and allowances, volume rebates, and returned goods.

As part of the adoption of the new revenue standard, the Company has elected to utilize certain practical expedients. The Company records amounts billed to customers for reimbursement of shipping and handling costs within revenue. Shipping and handling costs associated with outbound freight after control over a product has transferred to a customer are accounted for as fulfillment costs and are included in cost of goods sold. Sales taxes and other usage-based taxes are excluded from revenue. The practical expedient not to disclose information about remaining performance obligations has also been elected as these obligations have an original duration of one year or less. The Company does not evaluate whether the selling price includes a financing interest component for contracts that are less than a year. The Company also expenses costs incurred to obtain a contract, primarily sales commissions, as all obligations will be settled in less than one year.

The Company typically receives payment 30 to 60 days from the point it has satisfied the related performance obligation. See Note 18, "Segment Information" for revenue disaggregated by geography and product categories.

3. ACQUISITIONS

From time to time, the Company enters into strategic acquisitions in an effort to better service existing customers and to attain new customers.

On June 3, 2019, the Company acquired the assets of United Structural Products, LLC, a manufacturer of welded aluminum and engineered-to-order cable trays, for a purchase price of $25,486, net of cash received. The condensed consolidated financial statements include the results of the acquired company from the acquisition date. Net sales and net income of the acquired company included in the condensed consolidated statement of operations for the three and nine months ended June 28, 2019, were insignificant. As a result of the acquisition, the Company recognized $10,137 of goodwill, $11,937 of identifiable intangible assets and $3,412 of working capital and other net other tangible assets. As of June 28, 2019, the purchase price allocation has not been finalized as the Company is finalizing working capital, intangible asset and fixed asset fair values.

On October 1, 2018, the Company acquired all of the outstanding stock of Vergokan International NV ("Vergokan") for a purchase price of $57,899, net of cash received. Vergokan is a leading manufacturer of cable tray and cable ladder systems, underfloor installations and industrial floor trunking that serves industrial, power and energy, commercial and infrastructure sectors in more than 45 countries. This transaction provides Atkore with an expanded presence in Western Europe and strengthens the Company's electrical portfolio of cable management products within the Electrical Raceway segment. The Company incurred approximately $148 for acquisition-related expenses for Vergokan which were recorded as a component of selling, general and administrative expenses for the nine months ended June 28, 2019. The Company incurred approximately $293 for acquisition-related expenses for Vergokan which were recorded as a component of selling, general and administrative expenses for the three and twelve months ended September 30, 2018.

The purchase price was allocated to tangible and intangible assets acquired and liabilities assumed, based on their fair values. The following table summarizes the Level 3 fair values assigned to the net assets acquired and liabilities assumed as of the acquisition date:

(in thousands)		Vergokan
Fair value of consideration transferred:		
Cash consideration	$	58,728
Fair value of assets acquired and liabilities assumed:		
Cash		829
Accounts receivable		8,761
Inventories		11,434
Intangible assets		12,621
Fixed assets		32,490
Accounts payable		(18,716)
Other		1,680
Net assets acquired		49,099
Excess purchase price attributed to goodwill acquired	$	9,629

The following table summarizes the fair value of intangible assets as of the acquisition date:

	Vergokan		
($ in thousands)		Fair Value	Weighted Average Useful Life (Years)
Customer relationships	$	10,535	12.0
Other		2,086	9.0
Total intangible assets	$	12,621	

The purchase price allocation, intangible asset values and related estimates of useful lives for Vergokan have been finalized as of June 28, 2019.

On January 8, 2018, the Company acquired the assets of Communications Integrators, Inc. ("Cii"), a manufacturer of modular, prefabricated power, voice and data distribution systems located in Tempe, Arizona for a total purchase price, including contingent consideration, of $3,997.

4. DIVESTITURES

On March 30, 2018, the Company sold the assets of FlexHead Industries, Inc. and SprinkFLEX, LLC (together "FlexHead"). The FlexHead businesses manufacture commercial flexible sprinkler head connection products for use in a variety of markets, including for industrial, commercial, cold storage, institutional and clean room applications. The cash consideration received, net assets disposed and resulting gain on sale are as follows:

(in thousands)		FlexHead
Cash consideration	$	42,631
Net assets divested		15,056
Gain on sale of a business	$	27,575

Net assets divested included $2,626 of goodwill. Gain on sale of a business includes a working capital adjustment of $838 recorded as a component of Other (income) expense, net for the three and nine months ended June 29, 2018.

5. POSTRETIREMENT BENEFITS

The Company provides pension benefits through a number of noncontributory and contributory defined benefit retirement plans covering eligible U.S. employees. As of September 30, 2017, all defined pension benefit plans were frozen, whereby participants no longer accrue credited service. The net periodic benefit credit was as follows:

		Three months ended		Nine months ended	
(in thousands)	Note	June 28, 2019	June 29, 2018	June 28, 2019	June 29, 2018
Interest cost		1,166	1,025	$ 3,498	$ 3,074
Expected return on plan assets		(1,593)	(1,604)	(4,779)	(4,811)
Amortization of actuarial loss		25	86	75	257
Net periodic benefit credit	7	$ (402)	$ (493)	$ (1,206)	$ (1,480)

6. RESTRUCTURING CHARGES

The liability for restructuring reserves is included within other current liabilities in the Company's condensed consolidated balance sheets as follows:

	Electrical Raceway		MP&S		Other/Corporate	
(in thousands)	Severance (a)	Other (a)	Severance	Other	Severance	Total
Balance as of September 30, 2017	$ 449	$ —	$ 278	$ 10	$ —	$ 737
Charges	536	1,130	97	179	98	2,040
Utilization	(787)	(820)	(178)	(160)	(98)	(2,043)
Reversal	—	—	(191)	—	—	(191)
Exchange rate effects	14	—	(6)	—	—	8
Balance as of September 30, 2018	212	310	—	29	—	551
Charges	681	2,500	—	—	—	3,181
Utilization	(806)	(2,751)	—	(29)	—	(3,586)
Balance as of June 28, 2019	$ 87	$ 59	$ —	$ —	$ —	$ 146

(a) Primarily related to Atkore's commitment to close certain facilities as part of its continuing effort to realign its strategic focus. The Company recorded severance restructuring charges of $681 and $327 related to termination benefits during the nine months ended June 28, 2019 and June 29, 2018, respectively. The Company recorded other restructuring charges to close facilities of $2,473 and $600 for the nine months ended June 28, 2019 and June 29, 2018, respectively.

The Company expects to utilize all restructuring accruals as of June 28, 2019 within the next twelve months. The net restructuring charges included as a component of selling, general and administrative expenses in the Company's condensed consolidated statements of operations were as follows:

	Three months ended		Nine months ended	
(in thousands)	June 28, 2019	June 29, 2018	June 28, 2019	June 29, 2018
Total restructuring charges, net	$ 709	$ 407	$ 3,181	$ 1,245

7. OTHER (INCOME) EXPENSE, NET

Other (income) expense, net consisted of the following:

(in thousands)	Three months ended June 28, 2019	Three months ended June 29, 2018	Nine months ended June 28, 2019	Nine months ended June 29, 2018
Gain on sale of a business	—	(838)	—	(27,575)
Undesignated foreign currency derivative instruments	(2,095)	(3,757)	(3,562)	(22)
Foreign exchange (gain) loss on intercompany loans	1,360	3,374	1,423	795
Debt modification costs	—	—	—	892
Pension-related benefits	(402)	(493)	(1,206)	(1,480)
Other	(91)	(126)	(77)	(126)
Other (income) expense, net	$ (1,228)	$ (1,840)	$ (3,422)	$ (27,516)

8. INCOME TAXES

On December 22, 2017, "H.R.1," also known as the "Tax Cuts and Jobs Act" ("TCJA"), was signed into law. TCJA provides for significant changes to corporate taxation including, but not limited to, a reduction of the federal corporate tax rate from 35% to 21%, limitations on the deductibility of interest expense and executive compensation, full expensing of the costs of qualified property in the period of acquisition, the elimination of the domestic production activities deduction and a new provision designed to tax global intangible low-taxed income ("GILTI"). The legislation also adopted a new quasi-territorial tax regime and imposed a one-time transition tax on deemed repatriated earnings of certain foreign subsidiaries.

The value of the Company’s net deferred tax liability on the balance sheet decreased as a result of the enacted tax rates creating a one-time tax benefit to the Company; the preliminary analysis of the impact, using December 29, 2017 values, was an estimated decrease to the net deferred tax liability of $4,758, which was recognized in the first quarter of fiscal 2018. The SEC Staff Accounting Bulletin No. 118 allowed for a measurement period of up to one year from the date of enactment; during the course of the fiscal year ended September 30, 2018, the Company recorded an adjustment to the re-measurement of deferred tax liabilities of an additional $708 benefit as a result of updated estimates. For the period ended December 28, 2018, the Company finalized the re-measurement with no additional adjustments. The Company has an accumulated earnings and profit deficit in the foreign jurisdictions in which it operates. The Company completed its calculation and did not have an income tax liability from the one-time transition tax on the deemed repatriation of its foreign earnings.

The GILTI provision of TCJA requires certain income earned by controlled foreign corporations ("CFCs") to be included currently in the gross income of the CFC's controlling U.S. shareholder. In accordance with accounting standards applicable to income taxes, there is allowed an accounting policy choice of either (1) treating taxes due on U.S. inclusions in taxable income related to GILTI as a current period expense when incurred (the “period cost method”) or (2) factoring such amounts into the Company’s measurement of its deferred taxes (the “deferred method”). The Company has elected the period method and included an estimate of the GILTI tax in the Company’s annualized effective tax rate.

For the three months ended June 28, 2019 and June 29, 2018, the Company's effective tax rate attributable to income before income taxes was 23.3% and 23.2%, respectively. For the three months ended June 28, 2019 and June 29, 2018, the Company's income tax expense was $11,106 and $10,352 respectively. The increase in the current period effective tax rate was primarily due to the impact of certain nondeductible items as a result of the TCJA.

For the nine months ended June 28, 2019 and June 29, 2018, the Company's effective tax rate attributable to income before income taxes was 24.1% and 21.4%, respectively. For the nine months ended June 28, 2019 and June 29, 2018, the Company's income tax expense was $29,513 and $28,260 respectively. The increase in the effective tax rate was primarily due to the prior year benefit of the one-time re-measurement of deferred taxes as a result of the TCJA, which was recorded in the first quarter of fiscal 2018.

The Company has recorded a valuation allowance against net operating losses in certain foreign jurisdictions. A valuation allowance is recorded when it is determined to be more likely than not that deferred tax assets will not be fully realized in the foreseeable future. The realization of deferred tax assets is dependent upon whether the Company can generate future taxable income of appropriate character in the relevant jurisdiction to utilize the assets. For the nine months ended June 28, 2019, the Company has fully released a valuation allowance for $550 on deferred tax assets in its Asia Pacific business due to an increase in forecasted taxable income. For the three months ended June 28, 2019, the Company has released the remaining valuation allowance of $284 on deferred tax assets in its Asia Pacific business due to an increase in forecasted taxable income.

The Company recognizes the benefits of uncertain tax positions taken or expected to be taken in tax returns in the provision for income taxes only for those positions that it has determined are more likely than not to be realized upon examination. The Company records interest and penalties related to unrecognized tax benefits as a component of income tax expense. During the nine months ended June 28, 2019, the balance of unrecognized tax benefits decreased by $549 primarily due to the resolution of a state audit item. During the three months ended June 28, 2019, the balance of unrecognized tax benefits decreased by an additional $13.

For the nine months ended June 28, 2019, the Company made no additional provision for U.S. or non-U.S. income taxes for unrecognized deferred tax liabilities for temporary differences related to basis differences in investments in subsidiaries, as the investments are essentially permanent in duration.

9. EARNINGS PER SHARE

The Company calculates basic and diluted earnings per common share using the two-class method. Under the two-class method, net earnings are allocated to each class of common stock and participating securities as if all of the net earnings for the period had been distributed. The Company's participating securities consist of share-based payment awards that contain a non-forfeitable right to receive dividends and therefore are considered to participate in undistributed earnings with common stockholders.

Basic earnings per common share excludes dilution and is calculated by dividing the net earnings allocable to common stock by the weighted-average number of common stock outstanding for the period. Diluted earnings per common share is calculated by dividing net earnings allocated to common stock by the weighted-average number of shares outstanding for the period, as adjusted for the potential dilutive effect of non-participating share-based awards.

The following table sets forth the computation of basic and diluted earnings per share:

	Three months ended		Nine months ended	
(in thousands, except per share data)	**June 28, 2019**	**June 29, 2018**	**June 28, 2019**	**June 29, 2018**
Numerator:				
Net income	$ 36,550	$ 34,199	$ 93,054	$ 103,946
Less: Undistributed earnings allocated to participating securities	996	422	2,499	1,048
Net income available to common shareholders	$ 35,554	$ 33,777	$ 90,555	$ 102,898
Denominator:				
Basic weighted average common shares outstanding	46,386	46,262	46,481	53,592
Effect of dilutive securities: Non-participating employee stock options [(1)]	1,171	2,150	1,254	2,423
Diluted weighted average common shares outstanding	47,557	48,412	47,735	56,015
Basic earnings per share	$ 0.77	$ 0.73	$ 1.95	$ 1.92
Diluted earnings per share	$ 0.75	$ 0.70	$ 1.90	$ 1.84

(1) Stock options to purchase approximately 0.3 million and 0.4 million shares of common stock were outstanding during the three months ended June 28, 2019 and June 29, 2018, respectively, but were not included in the calculation of diluted earnings per share as the impact of these options would have been anti-dilutive. Stock options to purchase approximately 0.4 million and 0.4 million shares of common stock were outstanding during the nine months ended June 28, 2019 and June 29, 2018, respectively, but were not included in the calculation of diluted earnings per share as the impact of these options would have been anti-dilutive.

10. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table presents the changes in accumulated other comprehensive loss by component for the nine months ended June 28, 2019 and June 29, 2018:

(in thousands)	Defined benefit pension items	Currency translation adjustments	Total
Balance as of September 30, 2018	$ (6,048)	$ (10,390)	$ (16,438)
Other comprehensive loss before reclassifications	—	(2,404)	(2,404)
Amounts reclassified from accumulated other comprehensive loss, net of tax	60	—	60
Net current period other comprehensive income (loss)	60	(2,404)	(2,344)
Reclassification of stranded tax benefits [1]	(2,333)	—	(2,333)
Balance as of June 28, 2019	$ (8,321)	$ (12,794)	$ (21,115)

(1) Due to the adoption of ASU 2018-02.

(in thousands)	Defined benefit pension items	Currency translation adjustments	Total
Balance as of September 30, 2017	$ (10,445)	$ (7,537)	$ (17,982)
Other comprehensive income before reclassifications	—	(1,793)	(1,793)
Amounts reclassified from accumulated other comprehensive loss, net of tax	194	—	194
Net current period other comprehensive income (loss)	194	(1,793)	(1,599)
Balance as of June 29, 2018	$ (10,251)	$ (9,330)	$ (19,581)

The following table presents the changes in accumulated other comprehensive loss by component for the three months ended June 28, 2019 and June 29, 2018:

(in thousands)	Defined benefit pension items	Currency translation adjustments	Total
Balance as of March 29, 2019	$ (8,341)	$ (12,184)	$ (20,525)
Other comprehensive income before reclassifications	—	(610)	(610)
Amounts reclassified from accumulated other comprehensive loss, net of tax	20	—	20
Net current period other comprehensive income (loss)	20	(610)	(590)
Balance as of June 28, 2019	$ (8,321)	$ (12,794)	$ (21,115)

(in thousands)	Defined benefit pension items	Currency translation adjustments	Total
Balance as of March 30 2018	$ (10,316)	$ (6,037)	$ (16,353)
Other comprehensive income before reclassifications	—	(3,293)	(3,293)
Amounts reclassified from accumulated other comprehensive loss, net of tax	65	—	65
Net current period other comprehensive income (loss)	65	(3,293)	(3,228)
Balance as of June 29, 2018	$ (10,251)	$ (9,330)	$ (19,581)

11. INVENTORIES, NET

A majority of the Company's inventories are recorded at the lower of cost (primarily last in, first out, or "LIFO") or market. Approximately 75% and 80% of the Company's inventories were valued at the lower of LIFO cost or market at June 28, 2019 and September 30, 2018, respectively. Interim LIFO determinations, including those at June 28, 2019, are based on management's estimates of future inventory levels and costs for the remainder of the current fiscal year.

(in thousands)	June 28, 2019	September 30, 2018
Purchased materials and manufactured parts, net	$ 48,742	$ 58,572
Work in process, net	24,730	21,769
Finished goods, net	151,299	141,412
Inventories, net	$ 224,771	$ 221,753

Total inventories would be $15,888 and $26,340 higher than reported as of June 28, 2019 and September 30, 2018, respectively, if the first-in, first-out method was used for all inventories. As of June 28, 2019, and September 30, 2018, the excess and obsolete inventory reserve was $17,099 and $12,909, respectively.

12. PROPERTY, PLANT AND EQUIPMENT

As of June 28, 2019, and September 30, 2018, property, plant and equipment at cost and accumulated depreciation were as follows:

(in thousands)	June 28, 2019	September 30, 2018
Land	$ 19,901	$ 13,295
Buildings and related improvements	122,452	108,758
Machinery and equipment	295,878	262,078
Leasehold improvements	8,347	7,382
Software	24,367	30,502
Construction in progress	17,826	16,777
Property, plant and equipment	488,771	438,792
Accumulated depreciation	(251,206)	(225,684)
Property, plant and equipment, net	$ 237,565	$ 213,108

Depreciation expense for the three months ended June 28, 2019 and June 29, 2018 totaled $9,892 and $8,498, respectively. Depreciation expense for the nine months ended June 28, 2019 and June 29, 2018 totaled $29,783 and $25,109, respectively.

13. GOODWILL AND INTANGIBLE ASSETS

Changes in the carrying amount of goodwill are as follows:

(in thousands)	Electrical Raceway	Mechanical Products & Solutions	Total
Balance as of October 1, 2018	$ 133,566	$ 36,563	$ 170,129
Goodwill acquired during year	19,766	—	19,766
Exchange rate effects	(845)	—	(845)
Balance as of June 28, 2019	$ 152,487	$ 36,563	$ 189,050

Goodwill balances as of October 1, 2018 and June 28, 2019 include $3,924 and $43,000 of accumulated impairment losses within the Electrical Raceway and MP&S segments, respectively.

The Company assesses the recoverability of goodwill and indefinite-lived trade names on an annual basis in accordance with ASC 350, "Intangibles - Goodwill and Other." The measurement date is the first day of the fourth fiscal quarter, or more frequently, if events or circumstances indicate that it is more likely than not that the fair value of a reporting unit or the respective indefinite-lived trade name is less than the carrying value.

The following table provides the gross carrying value, accumulated amortization and net carrying value for each major class of intangible assets:

		June 28, 2019			September 30, 2018		
($ in thousands)	Weighted Average Useful Life (Years)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:							
Customer relationships	11	$ 351,597	$ (164,099)	$ 187,498	$ 330,295	$ (141,401)	$ 188,894
Other	8	18,086	(7,276)	10,810	16,003	(5,861)	10,142
Total		369,683	(171,375)	198,308	346,298	(147,262)	199,036
Indefinite-lived intangible assets:							
Trade names		92,880	—	92,880	92,880	—	92,880
Total		$ 462,563	$ (171,375)	$ 291,188	$ 439,178	$ (147,262)	$ 291,916

Other intangible assets consist of definite-lived trade names, technology, non-compete agreements and backlogs. Amortization expense for the three months ended June 28, 2019 and June 29, 2018 was $7,868 and $7,694, respectively. Amortization expense for the nine months ended June 28, 2019 and June 29, 2018 was $24,278 and $24,146, respectively. Expected amortization expense for intangible assets for the remainder of fiscal 2019 and over the next five years and thereafter is as follows:

(in thousands)	
Remaining 2019	$ 9,888
2020	31,581
2021	31,447
2022	30,113
2023	29,993
2024	25,614
Thereafter	39,672

Actual amounts of amortization may differ from estimated amounts due to additional intangible asset acquisitions, impairment of intangible assets and other events.

14. DEBT

Debt as of June 28, 2019 and September 30, 2018 was as follows:

(in thousands)	June 28, 2019	September 30, 2018
First Lien Term Loan Facility due December 22, 2023	$ 891,317	$ 912,162
Deferred financing costs	(6,976)	(8,194)
Other	162	279
Total debt	$ 884,503	$ 904,247
Less: Current portion	—	26,561
Long-term debt	$ 884,503	$ 877,686

The asset-based credit facility (the "ABL Credit Facility") has aggregate commitments of $325,000 and is guaranteed by AIH and the U.S. operating companies owned by AII. AII's availability under the ABL Credit Facility was $312,550 and $315,119 as of June 28, 2019 and September 30, 2018, respectively.

During the three months ended March 29, 2019, the Company made an accelerated repayment of $18,680 of principal on the First Lien Loan, which was calculated by a formula based on 2018 excess cash flows and a leverage ratio as defined within the Term Loan Agreement. As a result, there are no principal payments due in the next twelve months.

15. FAIR VALUE MEASUREMENTS

Certain assets and liabilities are required to be recorded at fair value on a recurring basis.

The Company uses forward currency contracts to hedge the effects of foreign exchange relating to certain of the Company's intercompany balances denominated in a foreign currency. These derivative instruments are not formally designated as hedges by the Company and the terms of these instruments range at inception from six months to six years. Short-term forward currency contracts are recorded in either other current assets or other current liabilities and long-term forward currency contracts are recorded in other long-term liabilities in the condensed consolidated balance sheet. The fair value gains and losses are included in other (income) expense, net within the condensed consolidated statements of operations. See Note 7, "Other (Income) Expense, net" for further detail.

The total notional amounts of undesignated forward currency contracts were £45.0 million and £49.1 million as of June 28, 2019 and September 30, 2018, respectively. Cash flows associated with derivative financial instruments are recognized in the operating section of the condensed consolidated statements of cash flows. The fair value of forward currency contracts is calculated by reference to current forward exchange rates for contracts with similar maturity profiles.

The following table presents the Company's assets and liabilities measured at fair value:

	June 28, 2019			September 30, 2018		
(in thousands)	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets						
Cash equivalents	$ 57,089	$ —	$ —	$ 28,175	$ —	$ —
Forward currency contracts	—	1,686	—	—	—	—
Liabilities						
Forward currency contracts	—	87	—	—	1,857	—

The Company's remaining financial instruments consist primarily of cash, accounts receivable and accounts payable whose carrying value approximate their fair value due to their short-term nature.

The estimated fair value of financial instruments not carried at fair value in the condensed consolidated balance sheets were as follows:

	June 28, 2019		September 30, 2018	
(in thousands)	**Carrying Value**	**Fair Value**	**Carrying Value**	**Fair Value**
First Lien Term Loan Facility due December 22, 2023	$ 892,120	$ 888,195	$ 913,100	$ 916,113

In determining the approximate fair value of its long-term debt, the Company used the trading values among financial institutions, and these values fall within Level 2 of the fair value hierarchy. The carrying value of the ABL Credit Facility approximates fair value due to it being a market-linked variable rate debt.

16. COMMITMENTS AND CONTINGENCIES

The Company has obligations related to commitments to purchase certain goods. As of June 28, 2019, such obligations were $129,758 for the rest of fiscal year 2019 and $3,317 for fiscal year 2020 and beyond. These amounts represent open purchase orders for materials used in production.

Legal Contingencies — The Company is a defendant in a number of pending legal proceedings, some of which were inherited from its former parent, Tyco International Ltd. ("Tyco"), including certain product liability claims. Several lawsuits have been filed against the Company and the Company has also received other claim demand letters alleging that the Company's anti-microbial coated steel sprinkler pipe, which the Company has not manufactured or sold for several years, is incompatible with chlorinated polyvinyl chloride and caused stress cracking in such pipe manufactured by third parties when installed together in the same sprinkler system, which the Company refers to collectively as the "Special Products Claims." After an analysis of claims experience, the Company reserved its best estimate of the probable and reasonably estimable losses related to these matters. The Company's total product liability reserves were $1,204 and $6,755 as of June 28, 2019 and September 30, 2018, respectively. As of June 28, 2019, the Company believes that the range of losses for product liability claims is between $1,000 and $8,000.

During the quarter ended December 28, 2018, Tyco and the Company agreed with a plaintiff to settle one Special Products Claim that was to go to trial. The Company agreed to fund the total settlement in exchange for Tyco's agreement to cap the Company's Special Products Claim deductible at $12,000, as opposed to the $13,000 cap negotiated within the original indemnity agreement. As of June 28, 2019, the cap has been satisfied and Tyco, now Johnson Controls International plc, is contractually obligated to indemnify the Company in respect of claims of incompatibility between the Company's antimicrobial coated steel sprinkler pipe and CPVC pipe used in the same sprinkler system.

At this time, the Company does not expect the outcome of the Special Products Claims proceedings, either individually or in the aggregate, to have a material adverse effect on its business, financial condition, results of operations or cash flows, and the Company believes that its reserves are adequate for all remaining contingencies for Special Products Claims.

In addition to the matters discussed above, from time to time, the Company is subject to a number of disputes, administrative proceedings and other claims arising out of the ordinary conduct of the Company's business. These matters generally relate to disputes arising out of the use or installation of the Company's products, product liability litigation, contract disputes, patent infringement accusations, employment matters, personal injury claims and similar matters. On the basis of information currently available to the Company, it does not believe that existing proceedings and claims will have a material adverse effect on its business, financial condition, results of operations or cash flows. However, litigation is unpredictable, and the Company could incur judgments or enter into settlements for current or future claims that could adversely affect its business, financial condition, results of operations or cash flows.

17. GUARANTEES

The Company had outstanding letters of credit totaling $10,501 supporting workers' compensation and general liability insurance policies as of June 28, 2019. The Company also had surety bonds primarily related to performance guarantees on supply agreements and construction contracts, and payment of duties and taxes totaling $21,408 as of June 28, 2019.

In disposing of assets or businesses, the Company often provides representations, warranties and indemnities to cover various risks including unknown damage to the assets, environmental risks involved in the sale of real estate, liability to investigate and remediate environmental contamination at waste disposal sites and manufacturing facilities, and unidentified tax liabilities and legal fees related to periods prior to disposition. The Company does not have the ability to estimate the potential liability from such indemnities because they relate to unknown conditions. However, the Company has no reason to believe that these uncertainties would have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

In the normal course of business, the Company is liable for product performance and contract completion. In the opinion of management, such obligations will not have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

18. SEGMENT INFORMATION

The Company has two operating segments, which are also its reportable segments. The Company's operating segments are organized based upon primary market channels and, in most instances, the end use of products.

Through its Electrical Raceway segment, the Company manufactures products that deploy, isolate and protect a structure's electrical circuitry from the original power source to the final outlet. These products, which include electrical conduit, armored cable, cable trays, mounting systems and fittings, are critical components of the electrical infrastructure for maintenance, repair and remodel markets. The vast majority of the Company's Electrical Raceway net sales are made to electrical distributors, who then serve electrical contractors and the Company considers both to be customers.

Through the MP&S segment, the Company provides products and services that frame, support and secure component parts in a broad range of structures, equipment and systems in electrical, industrial and construction applications. The Company's principal products in this segment are metal framing products and in-line galvanized mechanical tube. Through its metal framing business, the Company designs, manufactures and installs metal strut and fittings used to assemble mounting structures that support heavy equipment and electrical content in buildings and other structures.

Both segments use Adjusted EBITDA as the primary measure of profit and loss. Segment Adjusted EBITDA is the sum of income (loss) from operations before income taxes, adjusted to exclude unallocated expenses, depreciation and amortization, interest expense, net, gain (loss) on extinguishment of debt, restructuring and impairments, stock-based compensation, certain legal matters, transaction costs and other items, such as inventory reserves and adjustments, release of indemnified uncertain tax positions, and the impact of foreign exchange gains or losses.

Intersegment transactions primarily consist of product sales at designated transfer prices on an arm's-length basis. Gross profit earned and reported within the segment is eliminated in the Company's consolidated results. Certain manufacturing and distribution expenses are allocated between the segments on a pro rata basis due to the shared nature of activities. Recorded amounts represent a proportional amount of the quantity of product produced for each segment. Certain assets, such as machinery and equipment and facilities, are not allocated to each segment despite serving both segments. These shared assets are reported within the MP&S segment. We allocate certain corporate operating expenses that directly benefit our operating segments, such as insurance and information technology, on a basis that reasonably approximates an estimate of the use of these services.

	Three months ended					
	June 28, 2019			June 29, 2018		
(in thousands)	External Net Sales	Intersegment Sales	Adjusted EBITDA	External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	$ 372,895	$ 334	$ 76,721	$ 369,812	$ 521	$ 74,461
MP&S	120,596	—	20,595	128,202	37	12,013
Eliminations	—	(334)		—	(558)	
Consolidated operations	$ 493,491	$ —		$ 498,014	$ —	

(in thousands)	Nine months ended June 28, 2019 External Net Sales	Intersegment Sales	Adjusted EBITDA	June 29, 2018 External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	$ 1,069,229	$ 920	$ 212,585	$ 1,010,523	$ 1,120	$ 187,025
MP&S	345,599	—	48,903	347,049	74	39,544
Eliminations	—	(920)		—	(1,194)	
Consolidated operations	$ 1,414,828	$ —		$ 1,357,572	$ —	

Presented below is a reconciliation of operating segment Adjusted EBITDA to Income before income taxes:

(in thousands)	Three months ended June 28, 2019	Three months ended June 29, 2018	Nine months ended June 28, 2019	Nine months ended June 29, 2018
Operating segment Adjusted EBITDA				
Electrical Raceway	$ 76,721	$ 74,461	$ 212,585	$ 187,025
MP&S	20,595	12,013	48,903	39,544
Total	97,316	86,474	261,488	226,569
Unallocated expenses [(a)]	(8,835)	(9,810)	(25,890)	(26,077)
Depreciation and amortization	(17,760)	(16,192)	(54,061)	(49,255)
Interest expense, net	(12,789)	(12,442)	(38,277)	(28,322)
Restructuring and impairments	(709)	(407)	(3,181)	(1,245)
Stock-based compensation	(4,120)	(3,494)	(8,936)	(9,828)
Certain legal matters	—	—	—	(2,286)
Transaction costs	(76)	(768)	(363)	(2,676)
Gain on sale of a business	—	838	—	27,575
Other [(b)]	(5,371)	352	(8,213)	(2,249)
Income before income taxes	$ 47,656	$ 44,551	$ 122,567	$ 132,206

(a) Represents unallocated selling, general and administrative activities and associated expenses including, in part, executive, legal, finance, human resources, information technology, business development and communications, as well as certain costs and earnings of employee-related benefits plans, such as stock-based compensation and a portion of self-insured medical costs.
(b) Represents other items, such as inventory reserves and adjustments, release of indemnified uncertain tax positions and the impact of foreign exchange gains or losses.

The Company's net sales by geography were as follows for the three and nine months ended June 28, 2019 and June 29, 2018:

(in thousands)	Three months ended June 28, 2019	Three months ended June 29, 2018	Nine months ended June 28, 2019	Nine months ended June 29, 2018
United States	$ 436,767	$ 449,907	$ 1,240,402	$ 1,222,573
Other Americas	7,821	11,938	26,030	29,653
Europe	36,277	23,822	108,947	67,507
Asia-Pacific	12,626	12,347	39,449	37,839
Total	$ 493,491	$ 498,014	$ 1,414,828	$ 1,357,572

The table below shows the amount of net sales from external customers for each of the Company's product categories which accounted for 10% or more of consolidated net sales in either period for the three and nine months ended June 28, 2019 and June 29, 2018:

	Three months ended		Nine months ended	
(in thousands)	June 28, 2019	June 29, 2018	June 28, 2019	June 29, 2018
Metal Electrical Conduit and Fittings	$ 139,342	$ 146,497	$ 404,720	375,507
Armored Cable and Fittings	90,891	84,686	263,864	253,727
PVC Electrical Conduit and Fittings	78,765	86,742	213,181	234,101
Cable Tray and Cable Ladders	50,680	37,715	147,592	108,814
Other raceway products	13,217	14,172	39,872	38,374
Electrical Raceway	372,895	369,812	1,069,229	1,010,523
Mechanical Pipe	63,502	71,756	186,209	182,268
Metal Framing and Fittings	29,328	31,234	88,389	83,544
Other MP&S products	27,766	25,212	71,001	71,854
Impact of Fence and Sprinkler	—	—	—	9,383
MP&S	120,596	128,202	345,599	347,049
Net sales	$ 493,491	$ 498,014	$ 1,414,828	$ 1,357,572

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

The following information should be read in conjunction with the unaudited condensed consolidated financial statements and related notes included in this report. The following discussion may contain forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in these forward- looking statements. Factors that could cause or contribute to these differences include those factors discussed below and included or referenced elsewhere in this report, particularly in the sections entitled "Forward-Looking Statements" and "Risk Factors".

Use of Non-GAAP Measures

Adjusted EBITDA and Adjusted EBITDA Margin

We use Adjusted EBITDA and Adjusted EBITDA Margin in evaluating the performance of our business and in the preparation of our annual operating budgets and as indicators of business performance and profitability. We believe Adjusted EBITDA and Adjusted EBITDA Margin allow us to readily view operating trends, perform analytical comparisons and identify strategies to improve operating performance.

We define Adjusted EBITDA as net income (loss) before: depreciation and amortization, interest expense, net, loss (gain) on extinguishment of debt, income tax expense (benefit), restructuring and impairments, stock-based compensation, certain legal matters, transaction costs, gain on sale of a business and other items, such as inventory reserves and adjustments and realized or unrealized gain (loss) on foreign currency transactions. We believe Adjusted EBITDA, when presented in conjunction with comparable accounting principles generally accepted in the United States of America ("GAAP") measures, is useful for investors because management uses Adjusted EBITDA in evaluating the performance of our business. We define Adjusted EBITDA Margin as Adjusted EBITDA as a percentage of net sales.

Adjusted EBITDA is not considered a measure of financial performance under GAAP and the items excluded therefrom are significant components in understanding and assessing our financial performance. Adjusted EBITDA has limitations as an analytical tool and should not be considered in isolation or as an alternative to such GAAP measures as net income (loss), cash flows provided by or used in operating, investing or financing activities or other financial statement data presented in our consolidated financial statements as an indicator of financial performance or liquidity. Some of these limitations are:

- Adjusted EBITDA does not reflect changes in, or cash requirements for, working capital needs;
- Adjusted EBITDA does not reflect interest expense, net, or the requirements necessary to service interest or principal payments on debt;
- Adjusted EBITDA does not reflect income tax expense (benefit) or the cash requirements to pay taxes;
- Adjusted EBITDA does not reflect historical cash expenditures or future requirements for capital expenditures or contractual commitments; and
- although depreciation and amortization charges are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements.

Because Adjusted EBITDA is not a measure determined in accordance with GAAP and is susceptible to varying calculations, Adjusted EBITDA, as presented, may not be comparable to other similarly titled measures of other companies.

The following table sets forth a reconciliation of net income to Adjusted EBITDA for the three and nine months ended June 28, 2019 and June 29, 2018:

	Three months ended		Nine months ended	
(in thousands)	**June 28, 2019**	**June 29, 2018**	**June 28, 2019**	**June 29, 2018**
Net income	$ 36,550	$ 34,199	$ 93,054	$ 103,946
Interest expense, net	12,789	12,442	38,277	28,322
Income tax expense	11,106	10,352	29,513	28,260
Depreciation and amortization	17,760	16,192	54,061	49,255
Restructuring[(a)]	709	407	3,181	1,245
Stock-based compensation [(b)]	4,120	3,494	8,936	9,828
Transaction costs [(c)]	76	768	363	2,676
Certain legal matters [(f)]	—	—	—	2,286
Gain on sale of a business [(e)]	—	(838)	—	(27,575)
Other [(d)]	5,371	(352)	8,213	2,249
Adjusted EBITDA	$ 88,481	$ 76,664	$ 235,598	$ 200,492

(a) Restructuring amounts represent exit or disposal costs including termination benefits and facility closure costs. See Note 6, "Restructuring Charges" to our unaudited condensed consolidated financial statements for further detail.
(b) Represents stock-based compensation expenses related to stock option awards, performance stock awards and restricted stock awards.
(c) Represents expenses related to our acquisition and divestiture-related activities and professional fees associated with share repurchases.
(d) Represents other items, such as inventory reserves and adjustments, realized or unrealized gain (loss) on foreign currency transactions and release of certain indemnified uncertain tax positions.
(e) Represents pre-tax gain on sale of the assets of FlexHead Industries, Inc. and SprinkFLEX, LLC on March 30, 2018. See Note 4, "Divestitures", to our unaudited condensed consolidated financial statements for further detail.
(f) Represents costs associated with certain legal matters which, we believe, do not reflect our ongoing operations.

Results of Operations

The results of operations for the three months ended June 28, 2019 and June 29, 2018 were as follows:

	Three months ended			
($ in thousands)	**June 28, 2019**	**June 29, 2018**	**Change**	**% Change**
Net sales	$ 493,491	$ 498,014	$ (4,523)	(0.9)%
Cost of sales	367,357	377,685	(10,328)	(2.7)%
Gross profit	126,134	120,329	5,805	4.8 %
Selling, general and administrative	59,049	57,482	1,567	2.7 %
Intangible asset amortization	7,868	7,694	174	2.3 %
Operating income	59,217	55,153	4,064	7.4 %
Interest expense, net	12,789	12,442	347	2.8 %
Other (income) expense, net	(1,228)	(1,840)	612	(33.3)%
Income before income taxes	47,656	44,551	3,105	7.0 %
Income tax expense	11,106	10,352	754	7.3 %
Net income	$ 36,550	$ 34,199	$ 2,351	6.9 %
Non-GAAP financial data				
Adjusted EBITDA	$ 88,481	$ 76,664	$ 11,817	15.4 %
Adjusted EBITDA Margin	17.9%	15.4%		

Net sales

	% Change
Volume	0.6 %
Average selling prices	(3.6)%
Foreign exchange	(0.3)%
Acquisitions/Divestitures	2.5 %
Other	(0.1)%
Net sales	(0.9)%

Net sales decreased by $4.5 million, or 0.9% to $493.5 million for the three months ended June 28, 2019 compared to $498.0 million for the three months ended June 29, 2018. Net sales decreased by $17.9 million primarily due to the pass-through impact of lower average input costs of steel and resin. The decrease in net sales was partially offset by increased sales of $12.5 million due to the acquisition of Vergokan International NV ("Vergokan") and the acquisition of the assets of United Structural Products, LLC. ("US Tray") in fiscal 2019 (together, the "2019 acquisitions"). Additionally, the decrease in net sales was partially offset by higher volume of $2.8 million primarily in the armored cable and fittings product category sold within the Electrical Raceway segment, partially offset by lower volume in the mechanical pipe product category sold within the Mechanical Products & Solutions segment.

Cost of sales

	% Change
Volume	0.3 %
Average input costs	(6.6)%
Foreign exchange	(0.4)%
Acquisitions/Divestitures	2.5 %
Other	1.5 %
Cost of sales	(2.7)%

Cost of sales decreased by $10.3 million, or 2.7% to $367.4 million for the three months ended June 28, 2019 compared to $377.7 million for the three months ended June 29, 2018. The decrease was primarily due to operational efficiencies and lower input costs of steel and resin of $24.9 million. The decrease was partially offset by additional costs of $9.5 million due to the 2019 acquisitions, inventory adjustments related to changes in market prices of $5.9 million and higher volume of $1.3 million.

Selling, general and administrative

Selling, general and administrative expenses increased by $1.5 million, or 2.7%, to $59.0 million for the three months ended June 28, 2019 compared to $57.5 million for the three months ended June 29, 2018. The increase was primarily due to $1.5 million of additional costs resulting from fiscal 2019 acquisitions.

Intangible asset amortization

Intangible asset amortization expense increased by $0.2 million, or 2.3%, to $7.9 million for the three months ended June 28, 2019 compared to $7.7 million for the three months ended June 29, 2018 resulting from the 2019 acquisitions.

Interest expense, net

Interest expense, net increased by $0.4 million, or 2.8% to $12.8 million for the three months ended June 28, 2019 compared to $12.4 million for the three months ended June 29, 2018. The increase is primarily due to increases in market interest rates on our variable rate debt.

Other (income) expense, net

Other (income) expense, net decreased by $0.6 million to $1.2 million for the three months ended June 28, 2019 compared to $1.8 million for the three months ended June 29, 2018 primarily due to the prior year working capital adjustment, which resulted in an additional gain on the sale of the assets of FlexHead of $0.8 million. See Note 4, "Divestitures", to our unaudited condensed consolidated financial statements for further detail.

Income tax expense

The Company's income tax rate increased to 23.3% for the three months ended June 28, 2019 compared to 23.2% for the three months ended June 29, 2018. The increase in the current period effective tax rate was primarily due to the impact of certain nondeductible items as a result of the TCJA.

Net income

Net income increased by $2.4 million, or 6.9% to $36.6 million for the three months ended June 28, 2019 compared to $34.2 million for the three months ended June 29, 2018 primarily due to higher gross profit of $5.8 million, partially offset by higher selling, general and administrative expense of $1.5 million.

Adjusted EBITDA

Adjusted EBITDA increased by $11.8 million, or 15.4% to $88.5 million for the three months ended June 28, 2019 compared to $76.7 million for the three months ended June 29, 2018. The increase was primarily due to higher gross profit and operational efficiencies.

Segment results

Electrical Raceway

	Three months ended			
($ in thousands)	**June 28, 2019**	**June 29, 2018**	**Change**	**% Change**
Net sales	$ 373,229	$ 370,333	$ 2,896	0.8%
Adjusted EBITDA	$ 76,721	$ 74,461	$ 2,260	3.0%
Adjusted EBITDA Margin	20.6%	20.1%		

Net sales

	% Change
Volume	2.6 %
Average selling prices	(4.7)%
Foreign exchange	(0.5)%
Acquisitions	3.4 %
Net sales	0.8 %

Net sales increased by $2.9 million, or 0.8%, to $373.2 million for the three months ended June 28, 2019 compared to $370.3 million for the three months ended June 29, 2018. The 2019 acquisitions contributed $12.5 million to the increase in sales for the three months ended June 28, 2019. Additionally, sales increased $9.7 million due to higher volume, primarily in the armored cable and fittings product category. The increase was partially offset by lower average input costs of steel and resin-based products of $17.5 million. Lastly, net sales was further offset by foreign exchange losses of $1.7 million.

Adjusted EBITDA

Adjusted EBITDA for the three months ended June 28, 2019 increased by $2.2 million, or 3.0%, to $76.7 million from $74.5 million for the three months ended June 29, 2018. Adjusted EBITDA margins increased to 20.6% for the three months ended June 28, 2019 compared to 20.1% for the three months ended June 29, 2018. The increase in Adjusted EBITDA was largely due to increased volume, operational efficiencies, and the contributions from the 2019 acquisitions.

Mechanical Products & Solutions

($ in thousands)	Three months ended June 28, 2019	June 29, 2018	Change	% Change
Net sales	$ 120,596	$ 128,239	$ (7,643)	(6.0)%
Adjusted EBITDA	$ 20,595	$ 12,013	$ 8,582	71.4 %
Adjusted EBITDA Margin	17.1%	9.4%		

Net sales

	% Change
Volume	(5.4)%
Average selling prices	(0.3)%
Other	(0.3)%
Net sales	(6.0)%

Net sales decreased by $7.6 million, or 6.0%, for the three months ended June 28, 2019 to $120.6 million compared to $128.2 million for the three months ended June 29, 2018. The decrease was primarily due to lower volume of $6.9 million primarily in the mechanical pipe product category.

Adjusted EBITDA

Adjusted EBITDA increased by $8.6 million, or 71.4%, to $20.6 million for the three months ended June 28, 2019 compared to $12.0 million for the three months ended June 29, 2018. Adjusted EBITDA margins increased to 17.1% for the three months ended June 28, 2019 compared to 9.4% for the three months ended June 29, 2018. Adjusted EBITDA increased primarily due to pricing strategies and operational efficiencies.

The results of operations for the nine months ended June 28, 2019 and June 29, 2018 were as follows:

($ in thousands)	Nine months ended June 28, 2019	June 29, 2018	Change	% Change
Net sales	$ 1,414,828	$ 1,357,572	$ 57,256	4.2 %
Cost of sales	1,061,350	1,031,219	30,131	2.9 %
Gross profit	353,478	326,353	27,125	8.3 %
Selling, general and administrative	171,778	169,195	2,583	1.5 %
Intangible asset amortization	24,278	24,146	132	0.5 %
Operating income	157,422	133,012	24,410	18.4 %
Interest expense, net	38,277	28,322	9,955	35.1 %
Other (income) expense, net	(3,422)	(27,516)	24,094	(87.6)%
Income before income taxes	122,567	132,206	(9,639)	(7.3)%
Income tax expense	29,513	28,260	1,253	4.4 %
Net income	$ 93,054	$ 103,946	$ (10,892)	(10.5)%
Non-GAAP financial data				
Adjusted EBITDA	$ 235,598	$ 200,492	$ 35,106	17.5 %
Adjusted EBITDA Margin	16.7%	14.8%		

Net sales

	% Change
Volume	(1.1)%
Average selling prices	3.7 %
Foreign exchange	(0.4)%
Acquisitions/Divestitures	2.0 %
Net sales	4.2 %

Net sales increased by $57.2 million, or 4.2% to $1,414.8 million for the nine months ended June 28, 2019 compared to $1,357.6 million for the nine months ended June 29, 2018. Net sales increased $49.9 million from higher average selling prices resulting from the pass-through impacts of rising input costs of copper and steel during the first six months of the year and higher market prices for all product categories. Additionally, net sales increased $36.3 million due to higher sales resulting from the 2019 acquisitions. The increase is partially offset by a decrease in net sales of $9.4 million as a result of the sale of the assets of FlexHead in the second quarter of fiscal 2018 and $15.2 million due to lower volume primarily in the mechanical pipe product category sold within the Mechanical Products & Solutions segment.

Cost of sales

	% Change
Volume	(1.2)%
Average input costs	0.4 %
Foreign exchange	(0.5)%
Acquisitions/Divestitures	2.2 %
Other	2.0 %
Cost of sales	2.9 %

Cost of sales increased by $30.2 million, or 2.9% to $1,061.4 million for the nine months ended June 28, 2019 compared to $1,031.2 million for the nine months ended June 29, 2018. The increase was primarily due to additional costs of $28.8 million resulting from the 2019 acquisitions, partially offset by the reduction of costs resulting from the FlexHead divestiture of $6.3 million. Additionally, the increase was due to inventory adjustments related to changes in market prices of $11.5 million, higher freight costs of $6.0 million and higher input costs of steel and copper of $4.5 million partially offset by operational efficiencies. The increase in cost of sales is also partially offset by lower volume of $12.8 million.

Selling, general and administrative

Selling, general and administrative expenses increased by $2.6 million, or 1.5% to $171.8 million for the nine months ended June 28, 2019 compared to $169.2 million for the nine months ended June 29, 2018. The increase was primarily due to $4.0 million increase in selling, general and administrative costs resulting from the 2019 acquisitions, partially offset by a $0.9 million decrease in stock-based compensation expense.

Intangible asset amortization

Intangible asset amortization expense increased by $0.2 million, or 0.5% to $24.3 million for the nine months ended June 28, 2019 compared to $24.1 million for the nine months ended June 29, 2018 due to the 2019 acquisitions, partially offset by the sale of the assets of FlexHead. See Note 3, "Acquisitions" and Note 4, "Divestitures", to our unaudited condensed consolidated financial statements for further detail.

Interest expense, net

Interest expense, net, increased by $10.0 million, or 35.1% to $38.3 million for the nine months ended June 28, 2019 compared to $28.3 million for the nine months ended June 29, 2018. Interest expense increased $10.7 million due to our debt transactions on February 2, 2018, which resulted in additional borrowings of $425.0 million.

Other (income) expense, net

Other (income) expense, net decreased by $24.1 million to $3.4 million for the nine months ended June 28, 2019 compared to $27.5 million for the nine months ended June 29, 2018 primarily due to the prior year gain on the sale of the assets of FlexHead of $27.6 million. See Note 4, "Divestitures", to our unaudited condensed consolidated financial statements for further detail. This decrease is partially offset by gains from undesignated foreign currency derivative instruments of $3.6 million compared to $22.0 thousand of expense in the nine months ended June 29, 2018.

Income tax expense

The Company's income tax rate increased to 24.1% for the nine months ended June 28, 2019 compared to 21.4% for the nine months ended June 29, 2018. The increase in the effective tax rate was primarily due to the prior year benefit of the one-time re-measurement of deferred taxes as a result of the TCJA, which was recorded in the first quarter of fiscal 2018.

Net income

Net income decreased by $10.8 million, or 10.5% to $93.1 million for the nine months ended June 28, 2019 compared to $103.9 million for the nine months ended June 29, 2018 primarily due to a pre-tax gain on the sale of assets of the FlexHead businesses of $27.6 million in the prior year and higher interest expense of $10.0 million in the current year, partially offset by higher gross profit of $27.1 million in the current year.

Adjusted EBITDA

Adjusted EBITDA increased by $35.1 million, or 17.5% to $235.6 million for the nine months ended June 28, 2019 compared to $200.5 million for the nine months ended June 29, 2018. The increase was primarily due to higher gross profit, operational efficiencies and incremental Adjusted EBITDA from the 2019 acquisitions, partially offset by the FlexHead divestiture.

Segment results

Electrical Raceway

	Nine months ended			
($ in thousands)	**June 28, 2019**	**June 29, 2018**	**Change**	**% Change**
Net sales	$ 1,070,149	$ 1,011,643	$ 58,506	5.8%
Adjusted EBITDA	$ 212,585	$ 187,025	$ 25,560	13.7%
Adjusted EBITDA Margin	19.9%	18.5%		

Net sales

	% Change
Volume	0.4 %
Average selling prices	2.2 %
Foreign exchange	(0.5)%
Acquisitions	3.6 %
Other	0.1 %
Net sales	5.8 %

Net sales increased by $58.5 million, or 5.8%, to $1,070.1 million for the nine months ended June 28, 2019 compared to $1,011.6 million for the nine months ended June 29, 2018. Net sales increased by $36.3 million resulting from the acquisitions during fiscal 2019. Additionally, net sales increased $22.7 million primarily due to increased market prices for metal electrical conduit and fittings product categories during the first six months of the fiscal year.

Adjusted EBITDA

Adjusted EBITDA for the nine months ended June 28, 2019 increased $25.6 million, or 13.7%, to $212.6 million from $187.0 million for the nine months ended June 29, 2018. The increase was largely due to higher gross profit, operational efficiencies and incremental Adjusted EBITDA resulting from the 2019 acquisitions.

Mechanical Products & Solutions

	Nine months ended			
($ in thousands)	**June 28, 2019**	**June 29, 2018**	**Change**	**% Change**
Net sales	$ 345,599	$ 347,123	$ (1,524)	(0.4)%
Adjusted EBITDA	$ 48,903	$ 39,544	$ 9,359	23.7 %
Adjusted EBITDA Margin	14.2%	11.4%		

Net sales

	Change (%)
Volume	(5.7)%
Average selling prices	7.8 %
Divestitures	(2.7)%
Other	0.2 %
Net sales	(0.4)%

Net sales decreased by $1.5 million, or 0.4%, for the nine months ended June 28, 2019 to $345.6 million compared to $347.1 million for the nine months ended June 29, 2018. This decrease was primarily due to lower sales volume of $19.6 million primarily in the mechanical pipe product category and $9.4 million from the sale of the assets of FlexHead in the second quarter of fiscal 2018. The decrease was partially offset by higher market prices for all product categories of $27.2 million.

Adjusted EBITDA

Adjusted EBITDA increased $9.4 million, or 23.7%, to $48.9 million for the nine months ended June 28, 2019 compared to $39.5 million for the nine months ended June 29, 2018. Adjusted EBITDA increased primarily due to the higher gross profit and operational efficiencies, partially offset by lower volume primarily in the mechanical pipe product category as well as from the sale of the assets of FlexHead in the second quarter of fiscal 2018.

Liquidity and Capital Resources

We believe we have sufficient liquidity to support our ongoing operations and to invest in future growth and create value for stockholders. Our cash and cash equivalents were $100.7 million as of June 28, 2019, of which $41.7 million was held at non-U.S. subsidiaries. Those cash balances at foreign subsidiaries may be subject to withholding or local country taxes if the Company's intention to permanently reinvest such income were to change and cash was repatriated to the United States.

In general, we require cash to fund working capital investments, acquisitions, capital expenditures, debt repayment, interest payments, taxes and share repurchases. We have access to the ABL Credit Facility to fund operational needs. As of June 28, 2019, there were no outstanding borrowings under the ABL Credit Facility and $10.5 million of letters of credit issued under the ABL Credit Facility. The borrowing base was estimated to be $323.1 million and approximately $312.6 million was available under the ABL Credit Facility as of June 28, 2019. Outstanding letters of credit count as utilization of the commitments under the ABL Credit Facility and reduce the amount available for borrowings.

The agreements governing the First Lien Term Loan Facility and the ABL Credit Facility (collectively, the "Credit Facilities") contain covenants that limit or restrict AII's ability to incur additional indebtedness, repurchase debt, incur liens, sell assets, make certain payments (including dividends) and enter into transactions with affiliates. AII has been in compliance with the covenants under the agreements for all periods presented.

We may from time to time repurchase our debt or take other steps to reduce our debt. These actions may include open market repurchases, negotiated repurchases or opportunistic refinancing of debt. The amount of debt, if any, that may be repurchased or refinanced will depend on market conditions, trading levels of our debt, our cash position, compliance with debt covenants and other considerations.

Our use of cash may fluctuate during the year and from year to year due to differences in demand and changes in economic conditions primarily related to the prices of commodities we purchase.

Capital expenditures have historically been necessary to expand and update the production capacity and improve the productivity of our manufacturing operations.

Our ongoing liquidity needs are expected to be funded by cash on hand, net cash provided by operating activities and, as required, borrowings under the ABL Credit Facility. We expect that cash provided from operations and available capacity under the ABL Credit Facility will provide sufficient funds to operate our business, make expected capital expenditures and meet our liquidity requirements for at least the next twelve months, including payment of interest and principal on our debt.

Limitations on Distributions and Dividends by Subsidiaries

AIG, AII, and AIH are each holding companies, and as such have no independent operations or material assets other than ownership of equity interests in their respective subsidiaries. Each company depends on its respective subsidiaries to distribute funds to it so that it may pay obligations and expenses, including satisfying obligations with respect to indebtedness. The ability of our subsidiaries to make distributions and dividends to us depends on their operating results, cash requirements and financial and general business conditions, as well as restrictions under the laws of our subsidiaries' jurisdictions.

The agreements governing the ABL Credit Facility significantly restrict the ability of our subsidiaries, including AII, to pay dividends, make loans or otherwise transfer assets from AII and, in turn, to us. Further, AII's subsidiaries are permitted under the terms of the ABL Credit Facility to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to AII and, in turn, to us. The First Lien Term Loan Facility requires AII to meet a certain consolidated coverage ratio on an incurrence basis in connection with additional indebtedness. The ABL Credit Facility contains limits on additional indebtedness based on various conditions for incurring the additional debt.

The table below summarizes cash flow information derived from our statements of cash flows for the periods indicated:

	Nine months ended	
(in thousands)	**June 28, 2019**	**June 29, 2018**
Cash flows provided by (used in):		
Operating activities	$ 120,179	$ 120,578
Investing activities	(105,190)	14,442
Financing activities	(40,272)	(71,048)

Operating activities

During the nine months ended June 28, 2019, the Company was provided $120.2 million by operating activities compared to $120.6 million during the nine months ended June 29, 2018. The $0.4 million decrease in cash provided was primarily due to lower cash flows from working capital, partially offset by higher gross profit.

Investing activities

During the nine months ended June 28, 2019, the Company used $105.2 million in investing activities compared to cash inflows of $14.4 million during the nine months ended June 29, 2018. The increase in cash used in investing activities is primarily due the acquisition of Vergokan for $57.9 and the acquisition of US Tray for $25.5 million, net of cash received. Additionally, during the nine months ended June 29, 2018 the Company sold the assets of FlexHead for cash proceeds of $42.6 million.

Financing Activities

During the nine months ended June 28, 2019, the Company used $40.3 million in financing activities compared to $71.0 million used during the nine months ended June 29, 2018. The use of cash in the nine months ended June 28, 2019 was primarily related to $24.4 million of share repurchases and $60.0 million in debt repayments, partially offset by borrowings on the credit facility of $39.0 million. During the nine months ended June 29, 2018, the Company repaid $394.0 million in borrowings from the line of credit and had share repurchases of $410.2 million, which was partially offset by borrowings of $309.0 million on the line of credit and our debt refinancing transactions on February 2, 2018, which resulted in additional borrowings of $426.2 million.

Contractual Obligations and Commitments

Other than as set forth in our Quarterly Report on Form 10-Q for the quarter ended March 29, 2019, there have been no other material changes in our contractual obligations and commitments since the filing of our Annual Report on Form 10-K.

Change in Critical Accounting Policies and Estimates

There have been no material changes in our critical accounting policies and estimates since the filing of our Annual Report on Form 10-K.

Recent Accounting Standards

See Note 1, "Basis of Presentation and Summary of Significant Accounting Policies" to our unaudited condensed consolidated financial statements.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements and cautionary statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are based on management's beliefs and assumptions and information currently available to management. Some of the forward-looking statements can be identified by the use of forward-looking terms such as "believes," "expects," "may," "will," "shall," "should," "would," "could," "seeks," "aims," "projects," "is optimistic," "intends," "plans," "estimates," "anticipates" or other comparable terms. Forward-looking statements include, without limitation, all matters that are not historical facts. They appear in a number of places throughout this Quarterly Report on Form 10-Q and include, without limitation, statements regarding our intentions, beliefs, assumptions or current expectations concerning, among other things, financial position; results of operations; cash flows; prospects; growth strategies or expectations; customer retention; the outcome (by judgment or settlement) and costs of legal, administrative or regulatory proceedings, investigations or inspections, including, without limitation, collective, representative or class action litigation; and the impact of prevailing economic conditions.

Forward-looking statements are subject to known and unknown risks and uncertainties, many of which may be beyond our control. We caution you that forward-looking statements are not guarantees of future performance or outcomes and that actual performance and outcomes, including, without limitation, our actual results of operations, financial condition and liquidity, and the development of the market in which we operate, may differ materially from those made in or suggested by the forward-looking statements contained in this quarterly report. In addition, even if our results of operations, financial condition and cash flows, and the development of the market in which we operate, are consistent with the forward-looking statements contained in this quarterly report, those results or developments may not be indicative of results or developments in subsequent periods. A number of important factors, including, without limitation, the risks and uncertainties discussed or referenced under the caption "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, could cause actual results and outcomes to differ materially from those reflected in the forward-looking statements. Additional factors that could cause actual results and outcomes to differ from those reflected in forward-looking statements include, without limitation:

- declines in, and uncertainty regarding, the general business and economic conditions in the United States and international markets in which we operate;
- weakness or another downturn in the United States non-residential construction industry;
- changes in prices of raw materials;
- pricing pressure, reduced profitability, or loss of market share due to intense competition;
- availability and cost of third-party freight carriers and energy;
- high levels of imports of products similar to those manufactured by us;
- changes in federal, state, local and international governmental regulations and trade policies;
- changes in foreign laws and legal systems, including as a result of Brexit;
- adverse weather conditions;
- failure to generate sufficient cash flow from operations or to raise sufficient funds in the capital markets to satisfy existing obligations and support the development of our business;
- increased costs relating to future capital and operating expenditures to maintain compliance with environmental, health and safety laws;
- reduced spending by, deterioration in the financial condition of, or other adverse developments with respect to, one or more of our top customers;
- increases in our working capital needs, which are substantial and fluctuate based on economic activity and the market prices for our main raw materials, including as a result of failure to collect, or delays in the collection of, cash from the sale of manufactured products;
- work stoppage or other interruptions of production at our facilities as a result of disputes under existing collective bargaining agreements with labor unions or in connection with negotiations of new collective bargaining agreements, as a result of supplier financial distress, or for other reasons;
- challenges attracting and retaining key personnel or high-quality employees;
- changes in our financial obligations relating to pension plans that we maintain in the United States;
- reduced production or distribution capacity due to interruptions in the operations of our facilities or those of our key suppliers;

- loss of a substantial number of our third-party agents or distributors or a dramatic deviation from the amount of sales they generate;
- security threats, attacks, or other disruptions to our information systems, or failure to comply with complex network security, data privacy and other legal obligations or the failure to protect sensitive information;
- possible impairment of goodwill or other long-lived assets as a result of future triggering events, such as declines in our cash flow projections or customer demand;
- safety and labor risks associated with the manufacture and the testing of our products;
- product liability, construction defect and warranty claims and litigation relating to our various products, as well as government inquiries and investigations, and consumer, employment, tort and other legal proceedings;
- our ability to protect our intellectual property and other material proprietary rights;
- risks inherent in doing business internationally;
- our inability to introduce new products effectively or implement our innovation strategies;
- the inability of our customers to pay off the credit lines extended to them by us in a timely manner and the negative impact on customer relations resulting from our collections efforts with respect to non-paying or slow-paying customers;
- our inability to continue importing raw materials, component parts and/or finished goods;
- changes as a result of comprehensive tax reform;
- the incurrence of liabilities and the issuance of additional debt or equity in connection with acquisitions, joint ventures or divestitures and the failure of indemnification provisions in our acquisition agreements to fully protect us from unexpected liabilities;
- failure to manage acquisitions successfully, including identifying, evaluating, and valuing acquisition targets and integrating acquired companies, businesses or assets;
- the incurrence of liabilities in connection with violations of the FCPA and similar foreign anti-corruption laws;
- the incurrence of additional expenses, increase in complexity of our supply chain and potential damage to our reputation with customers resulting from regulations related to "conflict minerals";
- disruptions or impediments to the receipt of sufficient raw materials resulting from various anti-terrorism security measures;
- restrictions contained in our debt agreements;
- failure to generate cash sufficient to pay the principal of, interest on, or other amounts due on our debt; and
- other risks and factors described in this report and from time to time in documents that we file with the SEC.

You should read this Quarterly Report on Form 10-Q completely and with the understanding that actual future results may be materially different from expectations. All forward-looking statements attributable to us or persons acting on our behalf that are made in this quarterly report are qualified in their entirety by these cautionary statements. These forward-looking statements are made only as of the date of this Quarterly Report on Form 10-Q, and we do not undertake any obligation, other than as may be required by law, to update or revise any forward-looking or cautionary statements to reflect changes in assumptions, the occurrence of events, unanticipated or otherwise, and changes in future operating results over time or otherwise.

Comparisons of results for current and any prior periods are not intended to express any future trends, or indications of future performance, unless expressed as such, and should only be viewed as historical data.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

There have been no material changes to the quantitative and qualitative disclosures about market risks previously disclosed in our Annual Report on Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this report. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q were effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes to our internal control over financial reporting in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) under the Exchange Act during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of certain litigation involving the Company, see Note 16, "Commitments and Contingencies" to our unaudited condensed consolidated financial statements.

Item 1A. Risk Factors

Other than as set forth in our Quarterly Report on Form 10-Q for the quarter ended March 29, 2019, there have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K.

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

None.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

On January 2, 2019, we filed a definitive proxy statement with the SEC announcing that we expect to hold our 2020 Annual Meeting of Stockholders (the "2020 Annual Meeting") on January 30, 2020. We have set a new deadline for the receipt of stockholder proposals submitted pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended, for inclusion in our proxy materials for the 2020 Annual Meeting. In order to be considered for inclusion, such proposals must be received by us at our principal executive offices no later than September 4, 2020. Stockholders wishing to bring a proposal or nominate a director at the 2020 Annual Meeting (but not include it in our proxy materials) must provide written notice of such proposal to our Secretary at our principal executive offices between October 8, 2019 and November 7, 2019 and comply with the other provisions of our third amended and restated by-laws.

Item 6. Exhibits

10.1#	Succession agreement dated June 7, 2019
31.1#	Certification of Chief Executive Officer Pursuant to Exchange Act Rule 13a - 14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2#	Certification of Chief Financial Officer Pursuant to Exchange Act Rule 13a - 14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1#	Certification of Chief 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#	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS#	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL Document.
101.SCH#	Inline XBRL Taxonomy Schema Linkbase Document
101.CAL#	Inline XBRL Taxonomy Calculation Linkbase Document
101.DEF#	Inline XBRL Taxonomy Definition Linkbase Document
101.LAB#	Inline XBRL Taxonomy Labels Linkbase Document
101.PRE#	Inline XBRL Taxonomy Presentation Linkbase Document

Filed herewith

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.

			ATKORE INTERNATIONAL GROUP INC.
			(Registrant)
Date:	August 7, 2019	By:	/s/ David P. Johnson
			Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

SUCCESSION AGREEMENT

THIS SUCCESSION AGREEMENT (the "Agreement") is made as of this 7th day of June, 2019 by and between Atkore International Group Inc. (the "Company") and Kevin P. Fitzpatrick ("Employee").

WHEREAS, as used in this Succession Agreement, the term Company includes Atkore International Group Inc., its subsidiaries, affiliates, successors, assigns, beneficiaries, insurers, representatives, agents and all of the Company's past and present directors, officers, employees, agents, attorneys, insureds, and plan administrators;

WHEREAS, Employee is employed by the Company as its Vice President, Global Human Resources;

WHEREAS, Employee, at the appropriate time, elected to be covered by the Atkore International Group Inc. Severance and Retention Policy for Senior Management (the "Senior Policy") as opposed to severance arrangements negotiated at the time he joined the Company;

WHEREAS, the Company has determined that it is an appropriate time to implement succession in the Vice President, Global Human Resources role on or about June 3, 2019;

WHEREAS, as of June 3, 2019, Employee shall no longer be the Vice President, Global Human Resources for the Company and at that time, he shall assume the role of CEO Advisor with duties that include supporting the leadership transition in human resources and such other duties as the CEO shall reasonably request requiring up to 20 hours per week of phone support for meetings and succession transition discussions and other matters as mutually agreed upon , and to the extent reasonably feasible and effective, to work remotely recognizing that he will occasionally need to be at the Harvey office to discharge certain of his responsibilities through September 30, 2019.

WHEREAS, to implement this succession, the Company will terminate the Employee's employment for reasons other than cause which, under paragraph 2.1 of the Senior Policy is a Qualifying Termination under romanette (i) of that defined term in the Senior Policy;

WHEREAS, the Company has provided notice of termination under the Senior Policy, but the Company offers additional consideration to Employee to support the leadership transition in human resources;

WHEREAS, Employee's employment with the Company will terminate pursuant to the notice provided to Employee under the Senior Policy on the sixty-first day after Employee's receipt of the notice, but the Company, in order to accomplish a well-coordinated transition, is willing to terminate Employee's employment effective October 1, 2019 ("Date of Termination") under the terms set forth in this Succession Agreement;

WHEREAS, the Company has offered to provide Employee with separation benefits in exchange for Employee's acceptance and compliance with the terms of this Agreement; and

WHEREAS, the Employee's compensation and benefits payable under the Senior Policy and pursuant to this Agreement are subject to the requirements of the Senior Policy and the terms and conditions in this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Employee and the Company as follows:

1. **Separation Benefits** The Company shall not be obligated to make any payment under Paragraph 1(a) or 1(b) until the revocation period described in paragraph 14 of this Agreement has expired and this Agreement becomes legally binding. Employee understands and agrees that the payments, benefits, and agreements provided in this Agreement are over and above the benefits to which Employee would otherwise be entitled by law, contract, or under the policies and practices of the Company, and that this consideration is being provided in exchange for Employee's entering into and complying with this Agreement and the terms of the Senior Policy.

(a) Senior Policy Separation Benefits and Payments. Employee, subject to all the terms and conditions of the Senior Policy, shall be entitled to the termination benefits and payments provided for a Qualifying Termination under the Senior Policy paragraphs 3.1 (a) – (f). The Senior Policy is hereby incorporated by reference and all such provisions shall apply. For the avoidance of doubt, for purposes of determining the Severance Amount as defined in the Senior Policy, the Company shall use the Employee's bonuses paid after each of the fiscal years 2016, 2017 and 2018 to establish the average bonus.

(b) Medical, Prescription Drug, Dental, and Health Care Flexible Spending Account Benefits. Employee shall be able to continue to receive the medical, prescription drug, and dental coverage until the last day of the month in which his/her employment is terminated. Employee will be offered COBRA following the termination of his/her active coverage on the last day of the month in which Employee was terminated. If Employee elects COBRA coverage, he will participate under the terms set forth in the Senior Policy in paragraph 3.1(f). Following this severance period, Employee may have a right to continue medical and dental coverage for any remaining time afforded under Employee's COBRA rights, but such a continuation period will be at the full COBRA premium rates that are permitted under the relevant plans. Any questions regarding these plans should be directed to the COBRA administrator, the contact information for which will be provided as part of Employee's separation package.

(c) Dependent Day Care Reimbursement Account. Employee's pre-tax contributions to a Dependent Day Care Reimbursement Account will cease on Employee's Date of Termination. Any eligible claims incurred during the calendar year of Employee's Date of Termination will be reimbursed according to the terms of the applicable plan.

(d) Retirement Savings and Investment Plan. Contributions to the Company's Retirement Savings and Investment Plan ("RSIP") shall cease as of Employee's Date of Termination. To request changes to Employee's RSIP account(s) or to obtain additional information, Employee should call the Atkore Employee Service Center at 1-877-336-4332.

RSIP contributions and loan repayments will cease as of Employee's Date of Termination. If Employee has an outstanding loan under the RSIP, Employee will have ninety (90) days from the Date of Termination to repay in full the outstanding loan balance and finance

charges in order to avoid current taxation on the amount of the loan. Should the repayment not occur, the RSIP will consider Employee to be in default on the loan, and the outstanding amount of the loan will be treated as a distribution to Employee. The distribution would be currently taxable under applicable Internal Revenue Service rules.

(e) Life insurance. Employee's life insurance coverage will end on the last day of the month during which Employee is last actively at work for the Company, or as otherwise provided by the plan document. Employee may be eligible to convert basic term life, personal and family accident, accidental death and dismemberment, and supplemental life policies to individual policies. Conversion information is available by contacting the Atkore Employee Service Center at 1-877-336-4332. Employee must apply and must pay the first conversion premium within 31 days of the end of such coverage, if such conversion is available. Employee's business travel accident insurance coverage will end on Employee's last active day at work, and there is no conversion available for this coverage.

(f) Disability insurance and sick pay. Employee's disability insurance coverage will end on Employee's Date of Termination. Sick pay will not be granted after Employee's last active day at work.

(g) Return of Company Property. Employee is required to return all Company property. Company property includes, but is not limited to, his/her building access means, Company I.D., name tags, office keys, company car keys, company car, company computer and/or laptop, all computer files, software, diskettes, compact disks, samples, cases, brochures, papers, notes, and other documents, and all copies of same, relating to the Company, its business, and its customers, that Employee has acquired by virtue of Employee's employment. As of the Date of Termination, the Company will make arrangements to remove, terminate, or transfer any and all business communication lines including network access, cellular phone access, fax line access, and any other business numbers.

(h) Stock Options and Restricted Stock Units (RSUs) and Performance Share Units (PSUs). All stock options and RSUs held by Employee as of Employee's Date of Termination will be treated, with respect to vesting and the ability to exercise them, pursuant to the terms of the applicable plan and/or individual option agreements under which such options were issued. PSUs will likewise be treated pursuant to the terms of the applicable plan and/or individual PSU award agreements under which such PSUs were issued. For the avoidance of doubt, the Company confirms that under this Succession Agreement, if Employee remains employed or on Company approved leave through the Termination Date, the PSU component of the equity award issued in November 2016 shall be payable, if any, to Employee when the PSU award for 2016 has been calculated based on actual performance over the Performance Cycle and is issued/paid to other PSU plan participants. The Company further confirms that, except to the extent Employee has earlier exercised his vested stock options, Company will make Employee whole for lost income and tax withholding if Employee has vested and unexercised stock options and is precluded from exercising such options during the scheduled November – December open trading window period because the trading window is closed to designated insiders. In determining how to make Employee whole, the Company shall use the average of the NYSE closing price of the Company's

common stock for each day during the scheduled open window period (November 26 – December 12, 2019).

(i) Tax Status of Benefits. In the event that the provision of any of the benefits listed above would adversely affect the tax status of the applicable plan or benefits, the Company, in its sole discretion, may elect to pay to Employee cash in lieu of such coverage in an amount equal to the Company's contribution or the average cost of providing such coverage.

(j) Total Benefits. After the Termination Date, Employee will not be eligible to receive any other salary, bonus, or benefits from the Company, other than as provided in this paragraph 1

(k) Reduction of Separation Pay. The Company reserves the right to makedeductions, in accordance with applicable laws, for any monies owed to the Company by Employee or forthe value of the Company property that Employee has retained in his/her possession.

(l) Executive Physical. Company will provide to Employee by December 31, 2020, the Executive physical benefit that he qualified for in 2019.

(m) Financial Planning Stipend. Company will provide to Employee by December 31, 2020, the financial planning reimbursement benefit that he qualified for in 2019.

(n) Base Salary from June 3, 2019 through September 30, 2019. In the event Employee dies between the date of this Agreement and September 30, 2019, Company guarantees payment of Employee's remaining base salary through September 30, 2019 to his estate. For the avoidance of doubt, the terms and conditions of the Senior Policy control in relation to the benefits under the Senior Policy.

Employee understands, acknowledges, and agrees that these benefits exceed what the Employee is otherwise entitled to receive on separation from employment, and that these benefits are being given as consideration in exchange for executing this Agreement and the general release contained herein. The Employee further acknowledges that the Employee is not entitled to any additional payment or consideration not specifically referenced in this Agreement.

2. **Release and Waiver of Claims**. In consideration of the payments and benefits to which Employee is entitled as a Participant (as defined in the Senior Policy) and those additional payments and benefits specifically provided for in this Agreement, Employee hereby waives and releases and forever discharges Atkore International Group Inc. and its subsidiaries (together, the "Company"), its parent entities, subsidiaries, divisions, limited partnerships, affiliated corporations, successors and assigns and their respective past and present directors, managers, officers, stockholders, partners, agents, employees, insurers, attorneys, and servants each in his, her or its capacity as such, and each of them, separately and collectively (collectively, "Releasees"), from any and all existing claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, whether or not mature or ripe, that Employee ever had and now has against any Releasee including, but not limited to, claims and causes of action arising out of or in any way related to your employment with or separation from the Company, to any services performed for the Company, to any status, term or condition in such employment, or to any physical or mental harm or distress from such

employment or non-employment or claim to any hire, rehire or future employment of any kind by the Company, all to the extent allowed by applicable law. This release of claims includes, but is not limited to, claims based on express or implied contract, compensation plans, covenants of good faith and fair dealing, wrongful discharge, claims for discrimination, harassment and retaliation, violation of public policy, tort or common law, whistleblower or retaliation claims; and claims for additional compensation or damages or attorneys' fees or claims under federal, state, and local laws, regulations and ordinances, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act ("WARN"), or equivalent state WARN act, the Employee Retirement Income Security Act ("ERISA"), and the Sarbanes-Oxley Act of 2002. Employee understands that this release of claims includes a release of all known and unknown claims through the date on which this release of claims becomes irrevocable (the "Effective Date").

a. Limitation of Release: Notwithstanding the foregoing, this release of claims will not prohibit Employee from filing a charge of discrimination with the National Labor Relations Board, the Equal Employment Opportunity Commission ("EEOC") or an equivalent state civil rights agency, but Employee agrees and understands that Employee is waiving his right to monetary compensation thereby if any such agency elects to pursue a claim on Employee's behalf. Further, nothing in this release of claims shall be construed to waive any right that is not subject to waiver by private agreement under federal, state or local employment or other laws, such as claims for workers' compensation or unemployment benefits or any claims that may arise after the Effective Date. In addition, nothing in this release of claims will be construed to affect any of the following claims, all rights in respect of which are reserved:

(a) Any payment or benefit set forth in the Senior Policy;
(b) Reimbursement of unreimbursed business expenses properly incurred prior to the termination date in accordance with the policy of the Company;
(c) Claims under the Equity Plans (as defined in the Senior Policy) in respect of vested Company equity held by Employee;
(d) Vested benefits under the general Company employee benefit plans (other than severance pay or termination benefits, all rights to which are hereby waived and released except to the extent provided for in this Agreement);
(e) Any claim for unemployment compensation or workers' compensation administered by a state government to which Employee is presently or may become entitled;
(f) Any claim that the Company has breached this release of claims; and
(g) Indemnification as a current or former director or officer of the Company or any of its subsidiaries (including as a fiduciary of any employee benefit plan), or inclusion as a beneficiary of any insurance policy related to your service in such capacity.

b. Return of Company Property. Not later than the Effective Date, Employee agrees to return, or hereby represent that Employee has returned as of such date (if Employee have not signed this Agreement by such date), to the Company all Company property, equipment and materials, including, but not limited to, any company vehicle, any laptop computer and peripherals; any cell phone or other portable computing device; any telephone calling cards; keys; Company identification card; any credit or fuel cards; and all tangible written or graphic materials (and all copies) relating in any way to the Company or its business, including, without limitations, documents, manuals, customer lists and reports, as well as all data contained on computer files, "thumb" drives, "cloud" services, or other data storage device, or home or personal

computers and/or e-mail or internet accounts.

c. No claims Against Employee. To the knowledge of Bill Waltz and Daniel Kelly, the Company is not aware of any potential claims, damages, or causes of action against Employee at this time.

3. **Confidentiality**. (a) Employee agrees that Employee shall not, directly or indirectly, use, make available, sell, disclose, or otherwise communicate to any person, other than in the course of Employee's assigned duties and for the benefit of the Company, either during the period of Employee's employment or at any time thereafter, any nonpublic, proprietary, or confidential information, knowledge, or data relating to the Company or any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by Employee during Employee's employment by the Company or a subsidiary. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to Employee; (ii) becomes known to the public subsequent to disclosure to Employee through no wrongful act of Employee or any representative of Employee; or (iii) Employee is required to disclose by applicable law, regulation, or legal process (provided that Employee provides the Company with prior notice of the contemplated disclosure and reasonably cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, Employee's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

(b) Non-solicitation. During Employee's employment with the Company or a subsidiary of the Company and for the one (1) year period thereafter, Employee agrees that Employee will not, directly or indirectly, individually or on behalf of any other person, firm, corporation, or other entity, knowingly solicit, aid, or induce (i) any employee of the Company or any of its subsidiaries or affiliates (as defined by the Company) to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation, or other entity unaffiliated with the Company or knowingly take any action to assist or aid any other person, firm, corporation, or other entity in identifying or hiring any such employee or (ii) any customer of the Company or any of its subsidiaries or affiliates to purchase goods or services then sold by the Company or any of its subsidiaries or affiliates from another person, firm, corporation, or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer.

(c) Reasonableness. Employee acknowledges that the restrictions contained in paragraph 3 of this Agreement are reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have executed this Agreement in the absence of such restrictions, and that any violation of any provision of this paragraph will result in irreparable injury to the Company. By executing this Agreement, Employee represents that Employee's experience and capabilities are such that the restrictions contained in this paragraph 3 will not prevent Employee from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. Employee further represents and acknowledges that (i) Employee has been advised by the Company to consult with legal counsel of Employee's choosing with respect to this Agreement, and (ii) that Employee has had full opportunity, prior to executing this Agreement, to review thoroughly this Agreement with legal counsel. In the event the provisions of this paragraph shall ever be deemed to exceed the time, scope, or geographic

limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope, or geographic limitations, as the case may be, permitted by applicable laws.

4. **Survival of Provisions**. The obligations contained in any paragraph that contains obligations to be performed following the termination of Employee's employment with the Company shall survive such termination and shall be fully enforceable thereafter. Nothing in this Agreement shall affect Employee's obligations under any other agreement in which he has one or more restrictive covenants

5. **Rehire Rights**. Employee is eligible to be rehired; however, Employee agrees that he will not seek or accept employment with the Company. Employee further agrees and recognizes that Employee has irrevocably severed Employee's employment relationship with the Company, and that the Company has no obligation to employ or retain the services of Employee in the future. Notwithstanding the foregoing, in the event that the Company acquires and/or otherwise merges with Employee's then-current employer, Employee is not required to resign.

6. **Non-Disparagement**. Employee agrees that Employee will not disparage or subvert the Company, or make any statement of opinion (as opposed to a statement of fact) reflecting negatively on the Company, its affiliated corporations or entities, or any of its present or former officers, directors, employees, agents, or representatives, including, but not limited to, any matters relating to the operation or management of the Company, Employee's employment, and the termination of Employee's employment, irrespective of the truthfulness or falsity of such statement. Company agrees that, to the extent reference inquiries for Employee are directed to Angel Lowe and/or Bill Waltz, they shall, in good faith, follow the agreed upon outline attached as Exhibit A for verbal or written inquiries. Employee endeavors, in good faith, to notify Ms. Lowe and/or Mr. Waltz in the event a reference inquiry is likely to be received. The parties acknowledge that for verbal inquiries, responses for information beyond what is included in the outline may be required and Ms. Lowe and Mr. Waltz will respond to such inquiries in good faith.

7. **Cooperation with Company**. Employee will make himself reasonably available by telephone or in person to Company executives if there is any question regarding Employee's former responsibilities at the Company. Further, Employee agrees to cooperate with the Company, at its request, in connection with Company matters of which he had knowledge, including without limitation any and all claims against or by the Company that are brought or commenced by any individual or entity. Such cooperation shall include, but not be limited to: meeting with the Company's employees, and/or the Company's attorneys, auditors, or other representatives; testifying at any trial or proceeding without the need for the Company formally to serve Employee with a subpoena; and in any other lawful ways that the Company deems appropriate. The Company agrees that it will reimburse Employee for any reasonable expenses and lost wages that result from any such cooperation, upon Employee's submission of documentary proof of such expenses. The parties agree that any appearance for trial or deposition testimony given by Employee in matters addressed by this paragraph will be pursuant to subpoena, and the attendant payment to which Employee will be entitled shall be governed solely by any statute(s) or rule(s) applicable to such appearance.

8. **Non-Disclosure.** Subject to the provisions of paragraph 3(c), Employee agrees not to disclose the terms of this Agreement to anyone, except his/her spouse, attorney, and, as necessary, tax/financial advisor and further agrees that he may only do so provided that such

individuals agree to be bound by this Agreement's confidentiality obligation. It is expressly understood that any violation of the confidentiality obligation imposed hereunder constitutes a material breach of this Agreement.

9. **<u>Corporate Records</u>.** Employee agrees that as of October 1, 2019 and thereafter, Employee shall not have in Employee's possession any records and business documents, whether on a computer, electronically stored, or in hard copy format, or other materials (including, but not limited to, originals or copies of computer disks and tapes, computer programs and software, office keys, correspondence, files, customer lists, technical information, customer information, pricing information, business strategies and plans, or sales records) (collectively, the "Corporate Records") provided by the Company and/or its predecessors, subsidiaries, or affiliates or obtained as a result of Employee's employment with the Company and/or its predecessors, subsidiaries, or affiliates, or created by Employee while employed by or rendering services to the Company and/or its predecessors, subsidiaries, or affiliates. Employee acknowledges that all such Corporate Records are the property of the Company.

10. **<u>No Admission.</u>** The parties agree and acknowledge that the negotiation and execution of this Agreement, and any actions taken in fulfillment of the representations or obligations described herein, do not constitute an admission by either party of wrongdoing or of liability of any kind.

11. **<u>Remedies.</u>** (a) Employee agrees and recognizes that, should Employee breach any of the obligations or covenants set forth in this Agreement, the Company will have no further obligation to provide Employee with the consideration set forth herein, and will have the right to seek repayment of some of the consideration paid up to the time of any such breach. Further, Employee acknowledges, in the event of a breach of this Agreement, Releasees may seek any and all appropriate relief for any such breach, including equitable relief, monetary damages, attorneys' fees, and costs. Employee further agrees that the Company shall be entitled to both preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as to an equitable accounting of all earnings, profits, and other benefits relating to or arising out of any violations of this Agreement, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

12. **<u>Governing Law.</u>** This Agreement, and the obligations of the parties hereunder, shall be construed, interpreted, and enforced in accordance with the laws of the state of Illinois, excluding its conflict of laws rules, and Employee and Company agree to submit to personal jurisdiction in Illinois and agree to submit to venue in its federal and state courts.

13. **<u>Legal Representation.</u>** Employee certifies and acknowledges as follows:

(a) that Employee has read the terms of this Agreement, and that Employee understands its terms and effects, including the fact that Employee has agreed to release, waive, and forever discharge the Company and each and every one of its affiliated entities from any legal action arising out of Employee's employment relationship with the Company and the termination of that employment relationship;

(b) that Employee has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which Employee acknowledges is adequate and

satisfactory to Employee and which Employee acknowledges is in addition to any other benefits to which Employee is otherwise entitled;

(c) that Employee has been, and is hereby, advised in writing to consult with an attorney prior to signing this Agreement; and

(d) that Employee does not waive rights or claims that may arise after the date this Agreement is executed.

14. **Consideration Period**. Employee understands and agrees that he has been given twenty one (21) days from the receipt of this Agreement to consider whether to sign it. If Employee does not deliver a signed copy of this Agreement to the Company's Human Resources representative by the close of business (5:00 pm Central Time) on the twenty-first day after the receipt of this Agreement, the offer contained in this Agreement is automatically withdrawn. Employee and Company agree that no proposed or actual change in the terms presented in this Agreement, material or immaterial, shall extend or recommence the consideration period.

15. **Revocation Period**. Employee may revoke this Agreement within seven (7) calendar days after Employee signs it, and, if so done, this Agreement shall not become legally binding. Any revocation within this period must be submitted in writing and must state, "I hereby revoke my acceptance of our Succession Agreement." The revocation must be delivered to Employee's local Human Resources representative and must be postmarked within seven (7) calendar days of Employee's execution of this Agreement. If the last day of the revocation period is a Saturday, Sunday, or legal holiday in the state in which Employee resides, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday, or legal holiday. In the event of a timely revocation by Employee, this Agreement will be deemed null and void, and the Company will have no obligations hereunder.

16. **Severability**. If any provision(s) of this Agreement, or the application thereof, is held to be invalid or unlawful, the remaining provisions of this Agreement shall be enforceable to the fullest extent permitted by law.

17. **Entire Agreement.** This Agreement, including the Whereas clauses which are an integral and enforceable part of this Agreement, contains all of the understandings and representations between the Company and Employee relating to the Employee's separation of employment and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding Employee's benefits and payments upon separation from the Company ; provided however, that nothing in this Agreement modifies, supersedes, voids or otherwise alters Employee's confidentiality and restrictive covenants commitments (e.g. non-compete, non-solicitation and confidentiality) in other agreements with the Company, including but not limited to any stock option, restricted stock unit and performance share unit plans and award agreement(s), the Senior Policy or any other contractual obligations between the Company and Employee not specifically and expressly waived in this agreement. No modification of this Agreement shall be legally binding unless made in writing and signed by both parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.]

BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE: (i) HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT; (ii) HAS BEEN ADVISED OF HIS/HER RIGHT TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT; AND (iii) HAS SIGNED THIS AGREEMENT VOLUNTARILY AND OF HIS/HER OWN FREE WILL.

Employee

K P Fitzpatrick

Signature

Kevin P Fitzpatrick

Print Employee Name

Date: June 7, 2019

Atkore International Group Inc.

Signature

Title:

Date:

BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE: (i) HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT; (ii) HAS BEEN ADVISED OF HIS/HER RIGHT TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT; AND (iii) HAS SIGNED THIS AGREEMENT VOLUNTARILY AND OF HIS/HER OWN FREE WILL.

Employee	**Atkore International Group Inc.**
______________________	______________________
Signature	Signature
______________________	Title: CEO
Print Employee Name	
Date: ______________________	Date: 6-7-2019

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, William E. Waltz , certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Atkore International Group Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. 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 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.

Dated:	August 7, 2019	/s/ William E. Waltz
		William E. Waltz
		President and Chief Executive Officer (Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David P. Johnson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Atkore International Group Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. 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 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.

Dated:	August 7, 2019	/s/ David P. Johnson
		David P. Johnson
		Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

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

I, William E. Waltz, the Chief Executive Officer of Atkore International Group Inc., certify that (i) the Quarterly Report on Form 10-Q for the quarter ended June 28, 2019, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Atkore International Group Inc.

Dated: August 7, 2019

/s/ William E. Waltz

William E. Waltz

President and Chief Executive Officer (Principal Executive Officer)

Exhibit 32.2

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

I, David P. Johnson, the Chief Financial Officer of Atkore International Group Inc., certify that (i) the Quarterly Report on Form 10-Q for the quarter ended June 28, 2019, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Atkore International Group Inc.

Dated:	August 7, 2019	/s/ David P. Johnson
		David P. Johnson
		Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)