

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

February 1, 2019

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED)

ROPER TECHNOLOGIES, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE

(STATE OR OTHER JURISDICTION OF INCORPORATION)

1-12273

51-0263969

(COMMISSION FILE NUMBER)

(IRS EMPLOYER IDENTIFICATION NO.)

**6901 PROFESSIONAL PKWY EAST, SUITE 200, SARASOTA,
FLORIDA**

34240

(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(ZIP CODE)

(941) 556-2601

(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

(FORMER NAME OR ADDRESS, IF CHANGED SINCE LAST REPORT)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Paul J. Soni, Executive Vice President of Roper Technologies, Inc. (the “Company”), has notified the Company of his intention to retire from his position as Executive Vice President of the Company, effective as of February 1, 2019. Mr. Soni will continue to be employed by the Company and serve as a Vice President in a transitional role until January 31, 2021, at which time he will retire from all positions with the Company.

In connection with Mr. Soni's retirement, the Company and Mr. Soni entered into a retirement agreement and general release dated February 1, 2019, which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

A copy of the press release announcing Mr. Soni's retirement is filed with this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

10.1 [Retirement Agreement and General Release](#)

99.1 [Press Release of the Company dated February 1, 2019](#)

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ROPER TECHNOLOGIES, INC.

(Registrant)

Date: February 1, 2019

By: /s/ Robert C. Crisci

Robert C. Crisci

Executive Vice President and Chief Financial Officer

February 1, 2019

Paul Soni
6901 Professional Parkway East / Suite 200
Sarasota, Florida 34240

Re: Retirement Agreement and General Release

Dear Paul:

You have advised us of your decision to transition to eventual retirement from Roper Technologies, Inc. (the “**Company**”). This letter when signed by you will constitute the full agreement between you and the Company on the terms of your retirement from employment (“**Agreement**”). By entering into this Agreement, the parties have agreed to provide for a smooth transition both for yourself and the Company and to provide for your eventual retirement therefrom. In connection with your acceptance of this Agreement, you will be entitled to the following items:

1. Effective February 1, 2019, your position with the Company will change to focus upon special projects at the direction of the Company’s Chief Executive Officer. Your new title will be Vice President, and you may work primarily out of your home. Your new monthly salary will be twenty-three thousand, six hundred twenty-five Dollars (\$23,625) per month commencing February 1, 2019, and payable, starting on the Company’s first payroll date thereafter, subject to normal and customary withholdings, including but not limited to tax withholdings. You agree to serve in this role through your Retirement Date, as defined below. You will retire from the Company and your employment with the Company will terminate on January 31, 2021 (“**Retirement Date**”). You will cease to earn vacation or paid time off effective January 1, 2019.
2. As of the Retirement Date, you shall no longer be eligible to participate in the Company’s group health and dental plans as an active employee participant and your Retirement Date shall be considered a “qualifying event” for purposes of triggering your right to continue your group health and dental insurance pursuant to federal law (commonly referred to as “**COBRA**”). Further, as of the Retirement Date, you shall no longer be eligible to participate in the Company’s non-qualified retirement plan. In addition, your executive concierge health benefits will end effective on your Retirement Date. The Company will continue to pay the lease payment obligation and insurance on your current Company vehicle through the earlier of: (i) the lease expiration; or (ii) your Retirement Date, at which time you will surrender the vehicle to the leasing company. Effective January 1, 2020 all operating costs associated with this vehicle (assuming the lease has not expired by then) will be solely your responsibility. Reimbursement or payment of any club dues and/or social memberships shall end effective January 1, 2020.
3. You will continue to be entitled to receive your 2018 annual cash management bonus based upon Company performance at the same time other Company bonuses are paid, but in no event later than March 15, 2019. After the 2018 bonus plan, you will not participate in any Company bonus plans.
4. In order to facilitate your continuing service to the Company until your Retirement Date, you shall retain your Company-issued laptop computer and company issued iPhone through the Retirement Date. Should you wish to retain your laptop computer and/or iPhone thereafter, you may do so, though the full value of this benefit will be imputed to you as income and will be subject to all applicable tax withholdings. You agree that you will coordinate with the Company’s IT consultants to ensure that all Company data and confidential information is removed from these devices should you retain them beyond the Retirement Date.
5. As part of your continuation of employment until your Retirement Date, you will be eligible to vest in any equity awards that are scheduled to vest at any time prior to or on your Retirement Date. You will have until the earlier of January 31, 2024 or the date any particular option grant expires in accordance with its own terms to exercise any vested and unexpired stock options.

6. Except as stated in this Agreement, all other benefits and compensation end on the Retirement Date. However, this Agreement does not affect any existing vested rights that you may have in the Company's deferred compensation, pension, retirement, and/or 401(k) plans. Benefits provided under this Agreement are intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), which is the law that regulates severance pay. This Agreement shall be construed, administered, and governed in a manner that affects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the payments and benefits provided under this Agreement may not be deferred, accelerated, extended, paid out, or modified in a manner that would result in the imposition of additional tax under Code Section 409A. Although the Company shall use its best efforts to avoid the imposition of taxation, interest, and penalties under Code Section 409A, the tax treatment of the benefits provided under this Agreement is not warranted or guaranteed. As required by Code Section 409A and the regulatory and other guidance promulgated thereunder, all reimbursements provided in this Agreement shall be made such that the amount eligible for reimbursement during a calendar year will not affect the expenses eligible for reimbursement in another calendar year; and any reimbursement shall be paid to you no later than the last day of the calendar year following the calendar year in which the expense was incurred; and your right to reimbursements under this Agreement shall not be subject to liquidation or exchange for another benefit. Neither the Company nor its affiliates nor its or their directors, officers, employees, or advisers shall be held liable for any taxes, interest, penalties, or other monetary amounts owed by you or any other taxpayer as a result of this Agreement.

7. (a) In consideration of the payments and benefits provided to you above, to which you are not otherwise entitled and the sufficiency of which you hereby acknowledge, you do, on behalf of yourself and your heirs, legal representatives, administrators, executors, and assigns, hereby fully, finally, and unconditionally release and forever discharge the Company and its parent, subsidiary, and affiliated entities and its and their former and present officers, directors, shareholders, employees, trustees, fiduciaries, administrators, attorneys, consultants, agents, and other representatives, and all their respective predecessors, successors, and assigns (collectively "Released Parties"), in their corporate, personal, and representative capacities, from any and all causes of actions, losses, obligations, rights, claims, damages, costs, attorneys' fees, suits, and demands, of any and every kind, nature and character, known or unknown, asserted or unasserted, liquidated or unliquidated, absolute or contingent, in law and in equity, waivable and/or enforceable under any local, state, federal, or foreign common law, constitution, statute, or ordinance which arise from or relate to your employment with the Company or the termination thereof, or any past actions or omissions of the Company or any of the Released Parties through the date you sign this Agreement. Specifically included in this release is a general release which releases the Released Parties from any claims, including without limitation claims under: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Americans with Disabilities Act, as amended (disability discrimination); (3) 42 U.S.C. § 1981 (race discrimination); (4) the Age Discrimination in Employment Act (29 U.S.C. §§ 621-624), as amended (age discrimination); (5) 29 U.S.C. § 206(d)(1) (equal pay); (6) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) Employee Retirement Income Security Act of 1974, as amended; (10) the Occupational Safety and Health Act; (11) the Ledbetter Fair Pay Act; (12) the Family and Medical Leave Act; (13) the Genetic Information and Non-Discrimination Act; (14) the Uniformed Service Employment and Reemployment Rights Act; (15) the Worker Adjustment and Retraining Notification Act; (16) Sarbanes-Oxley Act of 2002; and (17) other similar federal, state, and local anti-discrimination and other employment laws, including those of the State of Florida (including, without limitation, the Florida Civil Rights Act, Florida Whistleblower Protection Act, Florida Wage Discrimination Law, Florida Equal Pay Act, and the Florida Constitution). You further acknowledge that you are releasing, in addition to all other claims, any and all claims based on any retaliation, tort, whistle-blower, personal injury, defamation, invasion of privacy, retaliatory discharge, constructive discharge, or wrongful discharge theory; any and all claims based on any oral, written, or implied contract or on any contractual theory; any and all claims based on any public policy theory; any and all claims for severance pay, supplemental unemployment pay, or other separation pay; any and all claims related to the Company's use of your image, likeness, or photograph; and any and all claims based on any other federal, state, or local Constitution, regulation, law (statutory or common), or other legal theory, as well as any and all claims for punitive, compensatory, and/or other damages, back pay, front pay, fringe benefits, and attorneys' fees, costs, or expenses.

Nothing in this Agreement and Release, however, is intended to waive your entitlement to vested benefits under any 401(k) plan or other benefit plan provided by the Company. Finally, the above release does not waive claims that you could make, if available, for unemployment compensation, workers' compensation, or claims that cannot be released by private agreement. You agree, on or within ten (10) days following your Retirement Date, to execute and deliver to the Company a release (provided by the Company on or about your Retirement Date) containing the same language as set forth in this paragraph 7 and in paragraph 16 of this Agreement.

(b) You further acknowledge and agree that you have not filed, assigned to others the right to file, reported, or provided information to a government agency, nor are there pending, any complaints, charges, or lawsuits by or on your behalf against the Company or any Released Party with any governmental agency or any court, except for any filings, reports or information you may have made or provided pursuant to Section 21F of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or other applicable whistleblower laws or regulations. Nothing in this Agreement (i) limits or affects your right to challenge the validity of this Agreement; (ii) prevents or precludes you from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, including providing documents or other information; or (iii) prevents you from exercising your rights under Section 7 of the National Labor Relations Act ("NLRA") to engage in protected, concerted activity with other employees, although by signing this Agreement you waive any right to recover any individual relief (including back pay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by you or on your behalf by any third party, either individually, or as part of any class or collective action, except for any right you may have to receive a payment from a government agency (and not the Company) for information provided to the government agency.

(c) No provision of this Agreement shall be construed or enforced in a manner that would prevent you from testifying fully and truthfully under oath in any court, arbitration, governmental or administrative agency proceeding, or from providing complete and truthful information in the course of any government investigation. No provision of this Agreement shall be construed or enforced in a manner that would interfere with your rights under the NLRA to discuss or comment on terms and conditions of employment.

(d) Nothing in this Agreement: (i) prohibits or shall be construed to prohibit you from reporting possible violations of law or regulation to any government agency or self-regulatory organization or from making other legally protected disclosures under applicable whistleblower laws or regulations (including pursuant to Section 21F of the Exchange Act), without notice to or consent from the Company; or (ii) prohibits or shall be construed to prohibit you from receiving a reward from the SEC pursuant to Section 21F of the Exchange Act and the regulations thereunder or, to the extent required by law, from another government agency pursuant to another applicable whistleblower law or regulation in connection therewith.

8. Non-Competition and Non-Solicitation.

(a) The Company. The Company is a global developer, manufacturer and marketer of technology and industrial products.

(b) Your Job Duties. You agree that your job duties during your tenure with the Company included the following: Principal Accounting Officer; Executive Vice President.

(c) Your Obligations. From the date hereof through the Retirement Date, you agree that you will not perform the same or substantially the same job duties on behalf of a business or organization that competes with the Company. This non-competition covenant is limited to the following geographic area: United States. Furthermore, from the date hereof through the first anniversary of your Retirement Date, you agree that you will not encourage any Company employee to terminate his or her employment relationship with the Company. Notwithstanding the foregoing, you may serve as a professional reference for any Company employee.

(d) Reasonableness. You hereby acknowledge and agree that: (i) the restrictions provided in this paragraph are reasonable in time and scope in light of the necessity for the protection of the business and good will of the Company and the consideration provided to you under this Agreement; and (ii) your ability to work and earn a living will not be unreasonably restrained by the application of these restrictions.

(e) Injunctive Relief. You also recognize and agree that should you fail to comply with the restrictions set forth above regarding Non-Competition and/or Non-Solicitation, which restrictions you recognize are vital to the success of the Company's business, the Company would suffer substantial damage for which there is no adequate remedy at law due to the impossibility of ascertaining exact money damages. Therefore, you agree that in the event of the breach or threatened breach by you of any of the terms and conditions of this Agreement, the Company shall be entitled, in addition to any other rights or remedies available to it, to institute proceedings in a federal or state court and to secure immediate temporary, preliminary, and permanent injunctive relief. In the event the enforceability of any of the covenants in this paragraph are challenged in court, the applicable time period as to such covenant shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of this Agreement until the dispute is finally resolved and all periods of appeal have expired.

9. You understand and agree that this Agreement contemplates and memorializes an unequivocal, complete, and final dissolution of your employment relationship with the Company, and that, therefore, you have no automatic right to be reinstated to employment with or rehired by the Company, and that in the future, the Company and its affiliated and related entities and their successors and assigns shall have no obligation to consider you for employment, although it may voluntarily choose to do so.

10. You agree to return to the Company all of the Company's property no later than the Retirement Date, including, without limit, any electronic or paper documents and records and copies thereof that you received or acquired during your employment containing confidential Company information and/or regarding the Company's practices, procedures, trade secrets, customer lists, or product marketing, and that you will not use the same for your own purpose. You further agree to return to Jason Conley any and all hard copies of any documents which are the subject of a document preservation notice or other legal hold and to notify Jason of the location of any electronic documents which are subject to a legal hold.

11. When permitted by applicable law, you agree that in the event that you breach any of your obligations under this Agreement, the Company is entitled to stop any of the payments or other consideration to be provided to you pursuant to this Agreement and to recover any payments or other consideration already paid you. This includes, when allowed by applicable law the value of other benefits already paid to you pursuant to this Agreement prior to your proceeding with any claim in court against any of the Released Parties. You further agree that in the event of a breach by you, the Company shall be entitled to obtain any and all other relief provided by law or equity including the payment of its attorneys' fees and costs.

12. It is agreed that neither you nor the Company, nor any of its officers, directors, or employees, make any admission of any failing or wrongdoing or violation of any local, state, or federal law by entering into this Agreement, and that the parties have entered into this Agreement simply to resolve your employment relationship in an amicable manner and to assist you as you transition to retirement. While considering this Agreement and at all times thereafter, both parties agree to act in a professional manner and not make any disparaging or negative statements regarding the other or the Company's affiliated companies and its and their officers, directors, and employees, or its and their products/services or to otherwise act in any manner that would damage the business reputation of the same. Nothing in this non-disparagement provision is intended to limit your ability to provide truthful information to any governmental or regulatory agency or to cooperate with any such agency in any investigation.

13. You agree, upon reasonable notice, to advise and assist the Company and its counsel in preparing such operational, financial, and other reports, or other filings and documents, as the Company may reasonably request, and otherwise cooperate with the Company and its affiliates with any request for information. You also agree to assist the Company and its counsel in prosecuting or defending against any litigation, complaints, or claims against or involving the Company or its affiliates. The Company shall pay your necessary travel costs and expenses in the event it requires you to assist it under this Paragraph.

14. You acknowledge and agree that this Agreement sets forth the entire understanding between the parties concerning the matters discussed herein, that no promise or inducement has been offered to you to enter into this Agreement except as expressly set forth herein, that the provisions of this Agreement are severable such that if any part of the Agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable, and that a court is authorized to amend the relevant provisions of the Agreement to carry out the intent of the parties to the extent legally permissible.

15. Any employment security agreement or change in control agreement, employment agreement, severance agreement or other agreement, policy, or practice relating to severance benefits or monies to be paid to you upon your termination from employment with the Company is expressly rendered null and void by this Agreement.

16. You acknowledge and agree that: (i) you have been paid in full for all hours that you have worked through the date you sign this Agreement; (ii) it is your responsibility to make a timely report of any work related injury or illness and that you have reported to human resources any work related injury or illness that occurred up to and including through your Retirement Date.

17. You acknowledge and agree that the releases set forth above are in accordance with and shall be applicable to, without limitation, any claims under the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, and that in accordance with these laws, you are hereby advised in writing to consult an attorney prior to accepting and executing this Agreement. You have twenty-one (21) days from your receipt of this letter to accept the terms of this Agreement. You may accept and execute this Agreement within those twenty-one (21) days. You agree that if you elect to sign this Agreement before the end of this twenty-one (21) day period, it is because you freely chose to do so after carefully considering its terms.

If you accept the terms of this Agreement, please date and sign this letter and return it to me. Once you execute this Agreement, you have seven (7) days in which to revoke in writing your acceptance by providing the same to me, and such revocation will render this Agreement null and void. If you do not revoke your acceptance in writing and provide it to me by midnight on the seventh (7th) day, this Agreement shall be effective the day after the seven- (7-) day revocation period has elapsed ("**Effective Date**").

Sincerely,

/s/ L. Neil Hunn

L. Neil Hunn

President & Chief Executive Officer

By signing this letter, I represent and warrant that I have not been the victim of age or other discrimination or wrongful treatment in my employment and the termination thereof. I further acknowledge that the Company advised me in writing to consult with an attorney, that I had at least twenty-one (21) days to consider this Agreement, that I received all information necessary to make an informed decision and I had the opportunity to request and receive additional information, that I understand and agree to the terms of this Agreement, that I have seven (7) days in which to revoke my acceptance of this Agreement, and that I am signing this Agreement voluntarily with full knowledge and understanding of its contents.

Dated February 1, 2019

Name: /s/ Paul Soni

Paul Soni

Contact Information:

Investor Relations

941-556-2601

investor-relations@ropertech.com



Roper Technologies, Inc.

Roper Technologies Announces Group Executive Appointment

Sarasota, Florida, February 1, 2019 ... Roper Technologies, Inc. (NYSE: ROP), a leading diversified technology company, announced that Satish Maripuri has been named Group Vice President responsible for providing corporate leadership for several of its software businesses.

Mr. Maripuri brings 30 years of experience with enterprise, SaaS, and cloud software businesses. Prior to joining Roper, he served as Executive Vice President and General Manager of Nuance Healthcare, a \$1 billion division of publicly traded Nuance Communications. Before joining Nuance in 2012, Mr. Maripuri held several executive leadership positions at global technology companies, including Solera Holdings, Lionbridge Technologies, Imprivata, and Object Design. Mr. Maripuri received an MS in Computer Engineering from Northeastern University (Boston) and a BS in Mechanical Engineering from Andhra University (India).

"We are excited to welcome Satish to the Roper team," said Neil Hunn, Roper's President and CEO. "Satish's experience leading and growing innovative technology businesses combined with deep software expertise make him a natural fit for the Roper culture and this role. I look forward to working with Satish and seeing the impact of his leadership across many of our software businesses."

Separately, Roper announced that Paul Soni, Executive Vice President, has elected to retire.

"Paul joined Roper in 2002 and served as our Controller for 15 years before assuming his current role," said Mr. Hunn. "On behalf of the entire Roper family, we would like to thank Paul for his many years of service and dedication, and we wish him and his family all the best in the future."

About Roper Technologies

Roper Technologies is a constituent of the S&P 500, Fortune 1000, and the Russell 1000 indices. Roper operates businesses that design and develop software (both license and software-as-a-service) and engineered products and solutions for a variety of niche end markets. Additional information about Roper is available on the Company's website at www.ropertech.com.

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