IN THE CIRCUIT COURT OF THE TWELFTH
JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA

BENJAMIN ARCHER, Derivatively on Behalf of ROPER TECHNOLOGIES, INC., Plaintiff, v. BRIAN D. JELLISON, ROBERT E. KNOWLING, JR., WILBUR J. PREZZANO, ROBERT D. JOHNSON, CHRISTOPHER WRIGHT, JOHN F. FORT, III, RICHARD F. WALLMAN, AMY WOODS BRINKLEY, and LAURA G. THATCHER, Defendants, -and- ROPER TECHNOLOGIES, INC., a Delaware corporation, Nominal Defendant.	)	Case No. 2018 CA 002051 NC

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement dated June 28, 2019 (the "Stipulation"), is made and entered into by and among the following Settling Parties,[1] by and through their respective counsel of record: (i) plaintiff Benjamin Archer ("Plaintiff"), individually and derivatively on behalf of nominal defendant Roper Technologies, Inc. ("Roper" or the "Company"); (ii) Individual Defendants; and (iii) nominal defendant Roper. This Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon Court approval and subject to the terms and conditions set forth herein.

I. BACKGROUND OF THE ACTION AND SETTLEMENT NEGOTIATIONS

Roper is a Delaware corporation with its principal executive offices in Sarasota, Florida. Roper is a technology company that designs and develops software and engineered products and solutions for healthcare, transportation, food, energy, water, education and other niche markets worldwide.

On April 18, 2018, Plaintiff Benjamin Archer filed a stockholder derivative lawsuit in this Court, alleging, among other things, that the Individual Defendants violated their fiduciary duties in connection with the awarding of compensation to Roper's Non-employee Directors and its then-Chief Executive Officer ("CEO"). The complaint sought damages in favor of Roper for the alleged breaches of fiduciary duties and unjust enrichment in connection with the equity compensation awarded to the Non-employee Directors and the then-CEO, changes to Roper's equity award and compensation practices and other relief.

On June 15, 2018, the Individual Defendants moved to dismiss the action on multiple grounds and Roper joined in that motion. Plaintiff opposed Defendants' motion to dismiss. The motion has been fully briefed and was originally set for hearing on November 13, 2018.

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[1] All capitalized terms that are not otherwise defined are defined in Section V.1., *infra*.

In September and October 2018, the Parties through their counsel engaged in telephonic settlement discussions. On October 30, 2018, counsel for Plaintiff sent a confidential settlement demand to counsel for the Defendants. The Parties sought and obtained a continuance of the hearing to January 8, 2019 to afford the Parties an opportunity to engage in arm's-length discussions and negotiations concerning a possible resolution of the Action.

Arm's-length negotiations continued through the date set for the hearing on the motion to dismiss. Counsel for the Parties reached an agreement-in-principle for the settlement of the Action on January 8, 2019, as reflected in the MOU executed by counsel for the Parties, and requested that the Court continue the hearing on Defendants' motion to dismiss scheduled for that day in light of the contemplated settlement of the Action.

The Parties continued their efforts to reach agreement on the remaining terms of the Settlement during January 2019 and February 2019. On March 21, 2019, the Parties engaged in a full-day, formal mediation conducted telephonically before the Honorable Jay C. Gandhi (Ret.) (the "Mediator") to negotiate the remaining terms of the Settlement, including the value of the financial benefit to the Company from the reduction in non-employee director equity compensation and the amount of attorneys' fees (inclusive of expenses) to be paid to Plaintiff's Counsel in connection with the Settlement. Prior to the mediation, the Parties submitted and exchanged mediation briefs. While progress was made, the Parties were unable to resolve the matter at that time. Following the mediation, the Mediator continued to work with the Parties over the next few months. In the course of the negotiations, the Mediator issued a proposal that included a recommendation as to an appropriate fee and expense award, which the Parties accepted on June 7, 2019.

Defendants acknowledge that the pendency and prosecution of the Action was the cause

of their decision to enter into the Settlement, including the provisions concerning the future reductions in compensation, the stockholder vote on a non-employee director compensation plan, changes in disclosure, and implementation and maintenance of the corporate governance reforms set forth in Section V below. Defendants acknowledge and agree that the Action was the cause of the future reductions in equity compensation as set forth in paragraph 2.1 and paragraph 2.5. Defendants acknowledge that these reductions in equity compensation confer a financial benefit of $12,545,146 upon the Company, and that the Settlement consideration confers a substantial benefit upon the Company.

Plaintiff and Defendants have determined that a settlement at this juncture on the terms and conditions set forth in this Stipulation is fair, reasonable, adequate, and in the best interest of Roper and its stockholders. The Board in its business judgment has unanimously approved the Settlement and each of its terms as being in the best interests of Roper and its stockholders.

II. PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT

Plaintiff asserts that he has brought these claims on behalf of Roper in good faith and continues to believe that the claims have merit, and the entry by Plaintiff into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In negotiating and evaluating the terms of this Stipulation, Plaintiff and his counsel considered, among other factors: (i) the strengths and weaknesses of Plaintiff's claims; (ii) the legal and factual defenses of Defendants; (iii) the time and expense that would be incurred by further litigation; (iv) the uncertainties inherent in, and attendant risks of, litigation; (v) the best interests of Roper and its stockholders; and (vi) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

Plaintiff's Counsel has conducted extensive investigation and analysis, including, *inter*

alia: (i) reviewing Roper's press releases, public statements, U.S. Securities and Exchange Commission ("SEC") filings, its financial condition and business prospects, and historical director and executive officer compensation practices; (ii) analysis of compensation practices at the Company's peers; (iii) reviewing related media reports about the Company; (iv) researching applicable law with respect to the claims alleged in the Action and potential defenses thereto; (v) preparing and filing the derivative complaint; (vi) preparing an opposition to the motion to dismiss filed by the Individual Defendants and joined by the Company; (vii) preparing for oral argument on the motion at the January 8, 2019 hearing; (viii) researching corporate governance and director compensation best practices; (ix) researching and preparing correspondence related to the settlement demands; (x) drafting an amended complaint; (xi) drafting a mediation statement, including analysis of financial benefits accruing to the Company through the reforms to the Company's director compensation practices; and participating in a day-long mediation and multiple follow-up discussions; and (xii) negotiating this Settlement with Defendants.

Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon Roper and its stockholders. Based upon Plaintiff's Counsel's evaluation, Plaintiff has determined that the Settlement is in the best interests of Roper and its stockholders and has agreed to settle the Action upon the terms and subject to the conditions set forth herein.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Individual Defendants have denied and continue to deny each of the claims, contentions, and allegations made against them or that could have been made against them in the Action, and expressly deny all charges of wrongdoing or liability against them. The Individual

Defendants expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties, to the extent such duties exist, that they have meritorious defenses to the claims asserted in the Action, and that judgment should be entered dismissing all claims against them with prejudice. The Individual Defendants also have denied and continue to deny, among other things, the allegations that Plaintiff, Roper, or Roper stockholders have suffered damage or were harmed by the conduct alleged in the Action.

Nonetheless, Defendants have concluded that further litigation of the Action would be protracted and expensive, as well as disruptive to Roper's operations, and that it is desirable and beneficial for Roper and its stockholders that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendants have entered into this Stipulation because the Settlement would eliminate the burden, expense, and uncertainties inherent in further litigation and would terminate all claims that were asserted or that could have been asserted in the Action, including all claims relating to the Individual Defendants' decisions and actions relating to compensation of Roper's directors and officers. Defendants acknowledge that the Settlement confers substantial benefits on Roper and is fair, reasonable, adequate, and in the best interests of Roper and its stockholders.

Neither this Stipulation, nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referred to or attached to this Stipulation, nor any action taken to carry out this Stipulation, is, may be construed as, or may be used as evidence of the validity of any of the Released Claims or as an admission by or against the Individual Defendants of any fault, wrongdoing, or concession of liability.

IV. BOARD APPROVAL OF THE SETTLEMENT

The Board has unanimously approved the Settlement and each of its terms as being in the

best interests of Roper and its stockholders and has determined that the Settlement provides substantial benefits to the Company and its stockholders, including a financial benefit to the Company of $12,545,146.

V. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by Plaintiff (for himself and derivatively on behalf of Roper), Roper, and the Individual Defendants, by and through their respective counsel, as follows:

1. Definitions

As used in this Stipulation, the following terms have the meanings specified below:

1.1 "Action" means the stockholder derivative action, filed in the Court, captioned Archer v. Jellison, et al., No. 2018 CA 002051 NC.

1.2 "Board" and "Roper Board" mean the Board of Directors of Roper.

1.3 "Court" means the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

1.4 "Current Roper Stockholder" means any Person who owned Roper common stock as of the date of this Stipulation and who continues to hold Roper common stock as of the date of the Settlement Hearing, excluding the Individual Defendants, the officers and directors of Roper, members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which Individual Defendants have or had a controlling interest.

1.5 "Defendants" means, collectively, nominal defendant Roper and the Individual Defendants.

1.6 "Defendants' Counsel" means Jones Day and Shumaker, Loop & Kendrick, LLP.

1.7 "Effective Date" means the date by which all of the events and conditions specified in paragraph 6.1 of the Stipulation have been met and have occurred.

1.8 "Final" means the date upon which the last of the following shall occur with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit C attached hereto: (i) the expiration of the time to file a notice of appeal from the Judgment; (ii) if an appeal has been filed, the court of appeals has either affirmed the Judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed; or (iii) if a higher court has granted further appellate review, that court has either affirmed the underlying Judgment or affirmed the court of appeals' decision affirming the Judgment or dismissing the appeal. For purposes of this paragraph, an "appeal" shall not include any appeal that concerns only the issue of attorneys' fees and expenses or the service award. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to the application for attorneys' fees, costs, or expenses or the application for a service award shall not in any way delay or preclude the Judgment from becoming Final.

1.9 "Individual Defendants" means defendants Brian D. Jellison (deceased), Robert E. Knowling, Jr., Wilbur J. Prezzano, Robert D. Johnson, Christopher Wright, John F. Fort, III, Richard F. Wallman, Amy Woods Brinkley, and Laura G. Thatcher.

1.10 "Judgment" means the judgment to be rendered by the Court in the Action upon its final approval of the Settlement, substantially in the form attached hereto as Exhibit C.

1.11 "Litigation" means the Action.

1.12 "MOU" means the Memorandum of Understanding executed by the Parties as of January 8, 2019.

1.13 "Non-employee Directors" means any present or former Roper non-employee directors, including Robert E. Knowling, Jr., Wilbur J. Prezzano, Robert D. Johnson, Christopher Wright, John F. Fort, III, Richard F. Wallman, Amy Woods Brinkley, Laura G. Thatcher, and Shellye L. Archambeau.

1.14 "Notice" means the Notice of Pendency and Proposed Settlement of Stockholder Derivative Action to be provided by Roper, substantially in the form attached hereto as Exhibit B, or as otherwise approved by the Court.

1.15 "Person" means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, as well as the spouses, heirs, predecessors, successors, representatives, or assignees of all of the above.

1.16 "Plaintiff" means Benjamin Archer.

1.17 "Plaintiff's Counsel" means Robbins Arroyo LLP and Callahan & Fusco, LLC.

1.18 "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement. The Settling Parties agree to file a [Proposed] Preliminary Approval Order substantially in the form of the attached Exhibit A.

1.19 "Related Persons" means each of the Individual Defendants, Roper and any of their past or present agents, officers, directors, attorneys, accountants, auditors, advisors, insurers, co-insurers, reinsurers, spouses, immediate family members, heirs, executors, personal representatives, estates, administrators, trusts, predecessors, successors, and assigns or other individual or entity in which any Individual Defendant or Roper has a controlling interest, and

each and all of their respective past and present officers, directors, employees, agents, affiliates, parents, subsidiaries, divisions, attorneys, accountants, auditors, advisors, insurers, co-insurers, re-insurers, heirs, executors, personal representatives, estates, administrators, trusts, predecessors, successors, and assigns.

1.20 "Released Claims" means and includes any and all claims for relief or causes of action, debts, demands, rights, liabilities, losses and claims whatsoever, known or unknown (including Unknown Claims), fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, or matured or unmatured, that have been or could have been or in the future might be asserted by Plaintiff as a Roper stockholder, or by any other Roper stockholder or any other person acting or purporting to act on behalf of Roper, against the Released Persons, arising out of or relating to: (a) the facts, transactions, events, occurrences, acts, disclosures, statements or omissions (including in the Company's proxies) alleged in the Action, or (b) the payment of compensation to Non-employee Directors or the chief executive officer of Roper, in their capacities as such, before the date of this Stipulation, including without limitation any equity awards (including the 2019 award of RSUs to Non-employee Directors pursuant to paragraph 2.1(a) below) and any cash compensation; provided, however, that it is understood that "Released Claims" and any release provided by the Settlement shall not include (i) any claims to enforce the Settlement; and (ii) any claims by any Defendant or other insured to enforce any rights under any contract or policy of insurance.

1.21 "Released Persons" means the Individual Defendants and each of their respective legatees, executors, administrators, predecessors, successors, subsidiaries, affiliates, agents, attorneys, insurers, immediate family members, legal representatives, heirs, trusts,

estates, and assigns. "Released Persons" also includes Roper and all of its current and former officers, directors and employees.

1.22 "Releasing Persons" means Plaintiff (both individually and derivatively on behalf of Roper), any other current or former Roper stockholder acting or purporting to act on behalf of Roper, and Roper. "Releasing Person" means, individually, any of the Releasing Persons.

1.23 "Robbins Arroyo" means Robbins Arroyo LLP.

1.24 "Roper" or the "Company" means nominal defendant Roper Technologies, Inc., a Delaware corporation, and its predecessors, successors, controlling stockholders, partners, joint ventures, subsidiaries, affiliates, divisions, and assigns.

1.25 "Settlement" means the settlement and compromise of the Action as provided for herein.

1.26 "Settlement Hearing" means the hearing or hearings at which the Court will review the adequacy, fairness, and reasonableness of the Settlement.

1.27 "Settling Parties" or the "Parties" mean, collectively, Plaintiff (on behalf of himself and derivatively on behalf of Roper) and Defendants. "Settling Party" means, individually, any of the Settling Parties.

1.28 "Unknown Claims" means any Released Claim(s) that Plaintiff does not know of or suspect to exist at the time of the release of the Released Claims, including without limitation those that, if known, might have affected the decision to enter into the Settlement. With respect to any and all Released Claims, the Parties agree that upon the Effective Date, Plaintiff expressly waives, and the Releasing Persons shall be deemed to have waived, the provisions, rights, and benefits conferred by or under section 1542 of the California Civil Code

(or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff acknowledges that he may hereafter discover facts in addition to or different from those now known or believed to be true by him, with respect to the subject matter of the Released Claims, but it is the intention of Plaintiff to completely, fully, finally and forever compromise, settle, release, discharge and extinguish any and all Released Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which do now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff acknowledges, and the Releasing Persons shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Settlement.

2. Consideration for the Settlement

In consideration of the Action, the claims asserted by Plaintiff, the efforts of Plaintiff's Counsel in prosecuting the Action, the negotiations with Plaintiff and his counsel, and subject to all of the other terms of this Stipulation, including without limitation the releases set forth in paragraph 5.1, Defendants agree to the following:

2.1 The Company's Board shall adopt a new compensation plan for Non-employee Directors in 2019. The plan will be effective immediately, and will be presented for stockholder approval at the 2020 annual meeting of stockholders. The plan will provide:

a. Each Non-employee Director will receive an annual equity award of restricted stock units ("RSUs") with an economic value of $665,000, measured by using the volume weighted average closing price for Roper shares over the fifteen trading days ending on the date of grant. One half of the RSUs shall vest six months after the grant date and the remaining RSUs shall vest the day before the next annual meeting of stockholders. No other forms of equity compensation shall be granted to Non-employee Directors;

b. Each Non-employee Director will receive an annual cash retainer of $60,000;

c. Committee chairs will receive an annual supplemental cash retainer of $5,000 for each committee chaired;

d. There will be no attendance fees for Board or committee meetings;

e. The term of the plan would run until the end of 2022; and

f. The Company and its Board shall not seek to modify any duly-stockholder approved director compensation plan to increase the equity or cash compensation paid to Non-employee Directors prior to the expiration of said plan.

g. In the event that the stockholders do not vote to approve the proposed new director compensation plan, the Board shall retain an independent director-pay consultant to review Roper's compensation practices and recommend alternatives for the Board to consider. For the avoidance of doubt, the independent director-pay consultant must be (i) different from, and unrelated to, the compensation consultant used for purposes of advising on the Company's named executive officer compensation; and (ii) different from, and unrelated to, the compensation consultant used for advice on any non-employee directors' compensation matters or issues prior to December 2018.

2.2 For 2019, the Board shall elect an independent director as Chairman of the Board and that non-employee director will receive an annual supplemental cash retainer of $175,000. The responsibilities of the independent Chairman of the Board shall include the following:

a. Determine the schedule and agenda for Board meetings in consultation with other Board members;

b. Coordinate the scheduling of executive sessions of the Board's independent or Non-Employee Directors and set agendas for executive session meetings with input from those directors;

c. Chair all meetings of the Board and lead executive sessions of the Board's independent directors;

d. Determine the appropriate flow of information from management to the Board necessary for the Board to effectively and responsibly perform its functions and specifically to request that certain material be provided to the Board in consultation with other Board members;

e. Coordinate the search for and approve the retention of appropriate consultants to the Board;

f. Coordinate the performance evaluations of Roper's CEO with the compensation committee of the Board and the full Board, and meet with the CEO to discuss the CEO's performance;

g. Act as a liaison between the independent directors and the CEO; and

h. Be available for communication with stockholders, to the extent the Board deems appropriate and in the interests of Roper.

2.3 The proxy statement for the 2020 annual meeting will include disclosures regarding the proposed new director compensation plan in accordance with SEC requirements.

2.4 Future annual proxy statements through the expiration of the proposed new director compensation plan in 2022 will include disclosure of the fair value of the annual non-employee director equity grants in the preceding year.

2.5 The Compensation Committee of the Board shall retain an independent consultant to advise it with respect to the 2019 compensation package for the CEO and continue to do so each year thereafter. For the avoidance of doubt, the independent consultant must be different from, and unrelated to, the compensation consultant used for purposes of advising on the Company's board compensation should shareholders not vote to approve the new director compensation plan per paragraph 2.1(g). Among the matters the Compensation Committee shall consider are the compensation levels and practices of peer-group public companies, private equity companies and capital deployment companies. The Company's annual proxy statements through the end of 2022 will discuss the Compensation Committee's process in considering the compensation package for the CEO, and the role of the independent consultant.

2.6 Defendants acknowledge and agree that the corporate governance measures set forth in paragraph 2 confer a substantial financial benefit on the Company and that the filing and prosecution of the Action was the cause of the decision to implement the corporate governance measures set forth in paragraphs 2.1 to 2.5, and that those measures confer a substantial financial benefit on the Company. Defendants further acknowledge and agree that the future reductions in equity compensation for Non-employee Directors set forth in paragraph 2.1 confer a financial benefit on the Company of $12,545,146.

2.7 If, in the exercise of its fiduciary duties, the Board determines that it is in Roper's best interests to modify any of the corporate governance measures described above, the Board may enact such modifications (other than modifying any duly-stockholder approved director compensation plan to increase the equity or cash compensation paid to independent directors prior to the expiration of said plan). If the Board makes such a determination, it will notify Plaintiff's Counsel in writing within thirty (30) days thereafter.

3. Approval and Notice

3.1 Promptly after execution of the Stipulation, the Settling Parties shall submit the Stipulation together with its exhibits to the Court and Plaintiff's Counsel shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of Exhibit A attached hereto, requesting: (i) preliminary approval of the Settlement set forth in the Stipulation; (ii) approval of the form and manner of providing notice of the Settlement to Current Roper Stockholders; and (iii) a date for the Settlement Hearing.

3.2 Notice to Current Roper Stockholders shall consist of a Notice of Pendency and Proposed Settlement of Stockholder Derivative Action ("Notice"), which includes the general terms of the Settlement set forth in the Stipulation and the date of the Settlement Hearing, substantially in the form attached hereto as Exhibit B.

3.3 Roper shall undertake the administrative responsibility for giving notice to Current Roper Stockholders and shall be solely responsible for paying the costs and expenses related to providing such notice. Within ten (10) calendar days after the entry of the Preliminary Approval Order, Roper shall cause the Notice to be mailed to Current Roper Stockholders. Recipients of the Notice who are nominees or brokers shall be instructed to forward the Notice to their beneficial owners or to provide the notice administrator selected by Roper with a list of names and addresses of beneficial owners within ten (10) business days after receipt of the

Notice. If additional notice is required by the Court, then the cost and administration of such additional notice will be borne by Roper. The Settling Parties believe the content and manner of the Notice, as set forth in this paragraph, constitutes adequate and reasonable notice to Roper stockholders pursuant to applicable law and due process. No later than fourteen (14) calendar days prior to the Settlement Hearing, Defendants' Counsel shall serve on Plaintiff's Counsel in the Action and file with the Court an appropriate affidavit or declaration with respect to dissemination of the Notice.

3.4 Within ten (10) calendar days after entry of the Preliminary Approval Order, Robbins Arroyo shall post copies of the Notice and Stipulation on its website. No later than fourteen (14) calendar days prior to the Settlement Hearing, Plaintiff's Counsel shall serve on counsel in the Action and file with the Court an appropriate affidavit or declaration with respect to posting copies of the Notice and Stipulation on Robbins Arroyo's website.

3.5 Pending the Court's determination as to final approval of the Settlement, the Parties agree not to litigate this Action further and not to initiate any other proceedings other than those incident to the Settlement itself.

3.6 The Parties will request the Court to order (in the Preliminary Approval Order) that, pending final determination of whether the Settlement should be approved, Plaintiff and all Current Roper Stockholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claim against any of the Released Persons.

4. Attorneys' Fees and Reimbursement of Expenses

4.1 In recognition of the substantial benefits conferred upon Roper as a direct result of the prosecution and Settlement of the Action, Roper will pay or cause to be paid Plaintiff's attorneys' fees and expenses in the agreed-to amount of $1,900,000, subject to Court

approval (the "Fee and Expense Amount"). The Fee and Expense Amount shall constitute final and complete payment for Plaintiff's attorneys' fees and expenses that have been incurred or will be incurred in connection with the Action. The Fee and Expense Amount shall be paid via a wire transfer to Robbins Arroyo within ten (10) business days of the entry of the Judgment, subject to Robbins Arroyo first providing wire instructions and an executed Form W-9. Defendants and their insurers shall have no liability or responsibility for the allocation of the Fee and Expense Amount among Plaintiff's Counsel.

4.2 The Settling Parties further stipulate that Plaintiff's Counsel may apply to the Court for a service award of up to $5,000 for Plaintiff, only to be paid upon Court approval, in recognition of Plaintiff's participation and effort in the prosecution of the Action (the "Service Award"). The failure of the Court to approve any requested service award, in whole or in part, shall have no effect on the Settlement set forth in the Stipulation. The Service Award, if approved by the Court, shall be paid to Plaintiff from the Fee and Expense Amount. Defendants shall not be liable for any portion of any Service Award.

4.3 Approval of Plaintiff's request for a fee and expense award shall not be a condition of the Settlement. Any order or proceedings related to Plaintiff's request for the Fee and Expense Amount or any appeal from any order relating thereto or any modification thereof shall not operate to terminate or cancel this Stipulation, and shall not affect the Judgment approving this Stipulation or prevent the Settlement from becoming Final.

4.4 In the event that the Judgment fails to become Final as defined in paragraph 1.8 herein, then it shall be the joint and several obligation of Plaintiff's Counsel to refund to the Defendants any attorneys' fees and expenses previously paid, within ten (10) business days after receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction.

4.5 Except as provided in paragraph 4.1 herein, Defendants shall have no obligation to pay or reimburse any fees, expenses, costs, or damages alleged or incurred by Plaintiff, by Roper stockholders, or by their attorneys, experts, advisors or representatives with respect to the Action or the Released Claims.

5. Releases

5.1 Upon the Effective Date, the Releasing Persons shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Claims (including Unknown Claims) against the Released Persons, as well as any and all claims against the Released Persons arising out of, relating to, or in connection with the defense, settlement, or resolution of the Action. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation.

5.2 Upon the Effective Date, each of the Defendants shall be deemed to have fully, finally, and forever released, relinquished, and discharged Plaintiff and Plaintiff's Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation.

6. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

6.1 The Effective Date of this Stipulation shall be conditioned on the occurrence of all of the following events:

a. Approval of the Settlement and approval of the method of providing the Notice to Current Roper Stockholders, and following the dissemination of the Notice to Current Roper Stockholders, as set forth in paragraphs 3.2 to 3.4;

b. Entry of the Judgment, in all material respects in the form set forth as

Exhibit C annexed hereto, approving the Settlement without awarding costs to any party, except as provided herein, and dismissing the Action with prejudice; and

c. The passing of the date upon which the Judgment becomes Final.

6.2 If any of the conditions specified above in paragraph 6.1 are not met, then the Stipulation shall be canceled and terminated subject to paragraph 6.3, unless counsel for the Settling Parties mutually agree in writing to proceed with the Stipulation.

6.3 If for any reason the Effective Date of the Stipulation does not occur, or if the Stipulation is in any way canceled, terminated, or fails to become Final in accordance with its terms: (a) all Settling Parties and Released Persons shall be restored to their respective positions in the Action as of January 8, 2019; (b) all releases delivered in connection with the Stipulation shall be null and void, except as otherwise provided for in the Stipulation; (c) any Fee and Expense Amount paid shall be refunded within ten (10) business days; and (d) all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, shall not be deemed or construed to be an admission by a Settling Party of any act, matter, or proposition, and shall not be used in any manner for any purpose in any subsequent proceeding in any other action or proceeding. In such event, the terms and provisions of the Stipulation shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose.

6.4 Each of Defendants shall have the right to withdraw from the Settlement in the event that any claims related to the subject matter of the Action are commenced or prosecuted against any of the Released Persons in any court before final approval of the Settlement and (following a motion by the Defendants) such claims are not dismissed with prejudice or stayed in contemplation of dismissal. In the event such claims are commenced before the entry of the

Judgment, the Parties agree to cooperate and use their reasonable best efforts to secure the dismissal (or a stay in contemplation of dismissal following final approval of the Settlement) thereof.

7. Bankruptcy

7.1 In the event any proceedings by or on behalf of Roper, whether voluntary or involuntary, are initiated under any chapter of the United States Bankruptcy Code, including any act of receivership, asset seizure, or similar federal or state law action ("Bankruptcy Proceedings"), the Settling Parties agree to use their reasonable best efforts to obtain all necessary orders, consents, releases, and approvals for effectuation of the Stipulation and Court approval of the Settlement in a timely and expeditious manner. By way of example only, the Settling Parties agree to cooperate in making applications and motions to the bankruptcy court for relief from any stay, approval of the Settlement, authority to release funds, authority for the Defendants' insurer(s) to disburse insurance proceeds consistent with the Stipulation, authority to release claims and indemnify officers and directors, and authority for the Court to enter all necessary orders and judgments, and any other actions reasonably necessary to effectuate the terms of the Settlement.

7.2 If any Bankruptcy Proceedings by or on behalf of Roper are initiated prior to the payment of the Fee and Expense Amount, the Settling Parties shall agree to seek an order from the bankruptcy court presiding over such Bankruptcy Proceedings: (i) either lifting the automatic stay for the limited purpose of authorizing such payment, or finding that the payment of the Fee and Expense Amount by the Defendants and/or their insurers under their respective policies or related compromise of coverage does not violate the automatic stay; and (ii) finding that the payment of the Fee and Expense Amount by the Defendants and/or their insurers under their respective policies or related compromise of coverage does not constitute a preference,

voidable transfer, fraudulent transfer, or similar transaction. In addition, in the event of any Bankruptcy Proceedings by or on behalf of Roper, the Settling Parties agree that all dates and deadlines in the Action, if any, or any dates and deadlines associated with the appeal of the Action, if any, will be extended for such periods of time as are necessary to obtain necessary orders, consents, releases, and approvals from the bankruptcy court to carry out the terms and conditions of the Settlement.

8. Miscellaneous Provisions

8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to act in good faith and cooperate to take all reasonable and necessary steps to expeditiously implement the terms and conditions of the Stipulation.

8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement comprises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim, allegation, or defense. The Settling Parties and their respective counsel agree that at all times during the course of the Litigation, each has complied with the requirements of the applicable laws and rules of the Court.

8.3 The Stipulation may be modified or amended only by a writing signed by the signatories hereto.

8.4 The Stipulation shall be deemed drafted equally by all the Settling Parties.

8.5 No representations, warranties, or inducements have been made to any of the Parties concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

8.6 Each counsel or other Person executing the Stipulation or its exhibits on behalf of any of the Settling Parties hereby warrants that such Person has the full authority to do so.

8.7 The exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.8 This Stipulation and the exhibits attached hereto constitute the entire agreement among the Settling Parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral and written agreements and discussions.

8.9 In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.

8.10 The Stipulation may be executed in one or more counterparts, including by signature transmitted by facsimile or e-mailed PDF files. Each counterpart, when so executed, shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

8.11 The Stipulation shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Florida, and the rights and obligations of the Parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Florida without giving effect to that State's choice of law principles.

8.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and the Settling Parties and their counsel submit to the jurisdiction of the Court solely for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

IN WITNESS WHEREOF, the Settling Parties have caused the Stipulation to be executed by their duly authorized attorneys.

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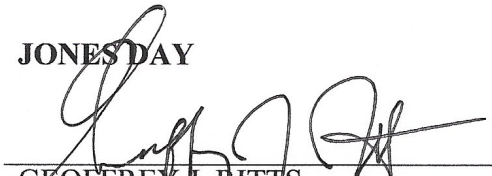

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Richard F. Wallman, Amy Woods Brinkley, and Laura G. Thatcher

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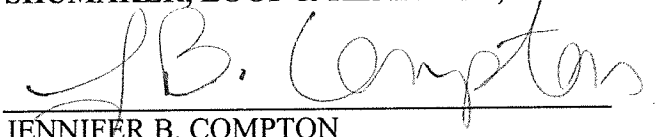

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Attorney for Nominal Defendant Roper Technologies, Inc.

1328725

EXHIBIT A

IN THE CIRCUIT COURT OF THE TWELFTH
JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA

BENJAMIN ARCHER, Derivatively on Behalf of ROPER TECHNOLOGIES, INC., Plaintiff, v. BRIAN D. JELLISON, ROBERT E. KNOWLING, JR., WILBUR J. PREZZANO, ROBERT D. JOHNSON, CHRISTOPHER WRIGHT, JOHN F. FORT, III, RICHARD F. WALLMAN, AMY WOODS BRINKLEY, and LAURA G. THATCHER, Defendants, -and- ROPER TECHNOLOGIES, INC., a Delaware corporation, Nominal Defendant.	)	Case No. 2018 CA 002051 NC

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter came before the Court for a hearing on _____, 2019. Plaintiff has made an unopposed motion for an order: (i) preliminarily approving the proposed settlement ("Settlement") of the above-captioned Action, in accordance with the Stipulation; and (ii) approving the form and manner of the Notice of Pendency and Proposed Settlement of Stockholder Derivative Action.

WHEREAS, the Stipulation sets forth the terms and conditions for the Settlement, including, but not limited to: (i) a proposed Settlement and dismissal of the Action with prejudice as to the Released Persons; and (ii) the agreed-to Fee and Expense Amount to be paid to Plaintiff's Counsel, upon the terms and conditions set forth in the Stipulation;

WHEREAS, the Court having (i) read and considered Plaintiff's Unopposed Motion for Preliminary Approval of Settlement together with the accompanying Memorandum of Points and Authorities; and (ii) read and considered the Stipulation, as well as the exhibits attached thereto;

WHEREAS, the Court finds, upon a preliminary evaluation, that the Settlement falls within the range of possible approval as it provides a beneficial result for Roper and appears to be the product of serious, informed, non-collusive negotiations overseen by an experienced mediator;

WHEREAS, the Court also finds, upon a preliminary evaluation, that Roper stockholders should be apprised of the Settlement through the proposed form of

notice, allowed to file objections, if any, thereto, and appear at the Settlement Hearing.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court, for purposes of this Preliminary Approval Order, adopts the definitions set forth in the Stipulation.

2. This Court preliminarily approves the Settlement set forth in the Stipulation as being fair, reasonable, and adequate.

3. Within ten (10) calendar days after the entry of this Preliminary Approval Order, Roper Technologies, Inc. ("Roper" or the "Company") shall, at its own cost, cause the Notice to be mailed by first-class U.S. mail, postage prepaid, to Current Roper Stockholders who are reasonably identifiable. All recipients of the Notice who are brokers or nominees shall be requested to forward the Notice to the beneficial owners of Roper stock or to provide the notice administrator with a list of names and addresses of such beneficial owners within ten (10) business days after receipt of the Notice. Also within ten (10) calendar days after the entry of this Preliminary Approval Order, Roper shall post a copy of the Notice on the Company's website and shall maintain the posting until the Judgment is entered.

4. No later than fourteen (14) calendar days prior to the Settlement Hearing, Defendants' Counsel shall serve on Plaintiff's Counsel in the Action and

file with the Court an appropriate affidavit or declaration with respect to the mailing and posting of the Notice.

5. Within ten (10) calendar days after the entry of this Preliminary Approval Order, Robbins Arroyo shall post copies of the Notice and Stipulation on its website and shall maintain the posting until the Judgment is entered.

6. No later than fourteen (14) calendar days prior to the Settlement Hearing, Robbins Arroyo shall serve on counsel in the Action and file with the Court an appropriate affidavit or declaration with respect to posting copies of the Notice and Stipulation on its website.

7. The Court finds that the form and substance of the Notice, and the manner of its dissemination as set out in this Preliminary Approval Order, constitutes the best notice practicable under the circumstances and complies fully with Florida law and due process.

8. A hearing shall be held on _____, 2019, at ____ __.m., before the Honorable Hunter W. Carroll, in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, Civil Division, located at Courtroom 6-A of the Judge Lynn N. Silvertooth Judicial Center, 2002 Ringling Boulevard, Sarasota, Florida 34237 (the "Settlement Hearing"), at which the Court will determine: (i) whether the terms of the Stipulation should be approved as fair, reasonable, and adequate; (ii) whether the Notice fully satisfied the requirements of

due process; (iii) whether the Action should be dismissed with prejudice; (iv) whether all Released Claims against the Released Persons should be fully and finally released; (v) whether the agreed-to Fee and Expense Amount should be approved; and (vi) to rule upon such other matters as the Court may deem appropriate.

9. The Court reserves: (i) the right to approve the Settlement, with such modifications as may be agreed to by counsel for the Settling Parties consistent with such Settlement, without further notice to Current Roper Stockholders; and (ii) the right to continue or adjourn the Settlement Hearing from time to time, by oral announcement at the hearing or at any adjournment thereof, without further notice to Current Roper Stockholders.

10. Any Current Roper Stockholders may appear and show cause, at their own expense, individually or through counsel, if they have any reason why the Settlement embodied in the Stipulation should not be approved as fair, reasonable, and adequate, or why the Judgment should or should not be entered thereon, or the Fee and Expense Amount should not be awarded. However, no Current Roper Stockholder shall be heard or entitled to contest the approval of the proposed Settlement, or, if approved, the Judgment to be entered thereon, unless that Current Roper Stockholder has caused to be filed, and served on counsel as noted below: (a) a written notice of objection with the Person's name, address, and telephone

number, and if represented, their counsel, along with a representation as to whether such Person intends to appear at the Settlement Hearing; (b) competent evidence that such Person holds shares of Roper common stock as of the date of the Settlement Hearing; (c) a statement of objections to any matters before the Court, the grounds therefor, or the reasons for such Person desiring to appear and be heard, as well as all documents or writings such Person desires the Court to consider; and (d) the identities of any witnesses such Person plans on calling at the Settlement Hearing, along with a summary description of their likely testimony.

11. At least fourteen (14) calendar days prior to the Settlement Hearing, any such person must file the written objection(s), notices of intent to appear, and corresponding materials at the Sarasota County Historic Courthouse, 2000 Main Street, Sarasota, Florida 34237, and serve such materials by that date, to each of the following Settling Parties' counsel:

Jenny L. Dixon
ROBBINS ARROYO LLP
5040 Shoreham Place
San Diego, CA 92122

Counsel for Plaintiff

Jennifer B. Compton
SHUMAKER, LOOP &
KENDRICK, LLP
240 South Pineapple Avenue, 10th Floor
Sarasota, FL 34236

Geoffrey J. Ritts
JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114

Counsel for Defendants

Only Current Roper Stockholders who have filed with the Court and sent to the Settling Parties' counsel valid and timely written notices of objection will be entitled to be heard at the hearing, unless the Court orders otherwise.

12. Any Current Roper Stockholder who does not make an objection in the manner provided herein shall be deemed to have waived any such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, unless otherwise ordered by the Court, and shall be otherwise bound by the Judgment to be entered and the releases to be given.

13. Briefs in support of the Settlement or attorneys' fees and expenses shall be filed and served by Plaintiff's Counsel twenty-eight (28) calendar days prior to the Settlement Hearing and any reply papers supporting the Settlement or attorneys' fees and expenses, including any responses to objections, if any, shall be filed and served by the Settling Parties no later than seven (7) calendar days prior to the Settlement Hearing.

14. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation.

15. Pending the Court's determination as to final approval of the Settlement, Plaintiff and all Current Roper Stockholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of: (i) any action asserting any Released Claim against any of the Released Persons; and/or (ii) all claims arising out of, relating to,

or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims.

16. This Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Current Roper Stockholders.

17. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be offered, attempted to be offered, or used in any way by the Settling Parties or any other Person as a presumption, a concession, or an admission of, or evidence of, any fault, wrongdoing, or liability of the Settling Parties or Released Persons, or of the validity of any Released Claims; or (ii) is intended by the Settling Parties to be offered or received as evidence or to be used by any other person in any other actions or proceedings, whether civil, criminal, or administrative, other than to enforce the terms therein.

IT IS SO ORDERED.

DATED:

JUDGE HUNTER CARROLL
Circuit Judge, Twelfth Judicial Circuit

1337214

EXHIBIT B

IN THE CIRCUIT COURT OF THE TWELFTH
JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA

BENJAMIN ARCHER, Derivatively on Behalf of ROPER TECHNOLOGIES, INC., Plaintiff, v. BRIAN D. JELLISON, ROBERT E. KNOWLING, JR., WILBUR J. PREZZANO, ROBERT D. JOHNSON, CHRISTOPHER WRIGHT, JOHN F. FORT, III, RICHARD F. WALLMAN, AMY WOODS BRINKLEY, and LAURA G. THATCHER, Defendants, -and- ROPER TECHNOLOGIES, INC., a Delaware corporation, Nominal Defendant.	)	Case No. 2018 CA 002051 NC

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF
STOCKHOLDER DERIVATIVE ACTION

TO: ALL CURRENT STOCKHOLDERS OF ROPER TECHNOLOGIES, INC. ("ROPER" OR THE "COMPANY") ("CURRENT ROPER STOCKHOLDERS"):

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS, AND ADEQUACY OF THE PROPOSED SETTLEMENT, OR PURSUING THE CLAIMS DEFINED HEREIN.

This Notice is for your information only. You are not being sued. You do not need to appear in court. You do not need to hire an attorney in this case.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida (the "Court"), that a proposed settlement has been reached by the parties to the following stockholder derivative action brought on behalf of Roper: *Archer v. Jellison, et al.*, Case No. 2018 CA 002051 NC (the "Action"). The terms of the settlement are set forth in the Stipulation and Agreement of Settlement (the "Stipulation"), and are summarized in this Notice. As explained below, a hearing will be held on _____, 2019 at _____ a.m. / p.m., before the Honorable Hunter W. Carroll, in the Court, located at Courtroom 6-A of the Judge Lynn N. Silvertooth Judicial Center, 2002 Ringling Boulevard, Sarasota, Florida 34237 (the "Settlement Hearing"), at which the Court will determine whether to approve the Settlement. You have an opportunity to be heard at this hearing.[1]

This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If the Court approves the

[1] All capitalized terms are defined in the Stipulation unless otherwise noted. The Stipulation may be inspected on Plaintiff's Counsel's website at www.robbinsarroyo.com/notices.

Stipulation, the Parties will ask the Court to approve an Order and Final Judgment that would end the Action.

THERE IS NO CLAIMS PROCEDURE. This Action was brought to protect the interests of Roper. The Settlement will result in changes to the Company's corporate governance, not in payment to individuals, and accordingly, there will be no claims procedure.

I. BACKGROUND: THE ACTION

Plaintiff Benjamin Archer is a Current Roper Stockholder.[2] The Action and Settlement address claims alleging that the members of Roper's Board of Directors (the "Board") breached their fiduciary duties by awarding and/or receiving excessive and improper compensation at the expense of the Company. Plaintiff further alleges that the Individual Defendants were unjustly enriched as a result of their purportedly excessive compensation. Defendants have denied and continue to deny they have committed, threatened, or attempted to commit any violations of law or breached any duty owed to Plaintiff, Roper, or Roper's stockholders and maintain that their conduct was at all times proper and in compliance with applicable law and that they acted in good faith.

THE COURT HAS NOT MADE ANY DETERMINATIONS AS TO THE MERITS OF PLAINTIFF'S CLAIMS OR THE DEFENDANTS' DEFENSES. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF A VIOLATION OF THE LAW OR THAT RECOVERY COULD BE HAD IF THE ACTION WAS NOT SETTLED. THE SETTLEMENT IS BEING PROPOSED IN

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[2] Plaintiff is represented by Robbins Arroyo LLP and Callahan & Fusco, LLC (collectively, "Plaintiff's Counsel").

ORDER TO RESOLVE, BY AGREEMENT, CLAIMS THAT ARE DISPUTED AND UNDECIDED.

II. THE SETTLEMENT AND ITS TERMS

After completing briefing on the motion to dismiss filed by the Individual Defendants, counsel for all Parties engaged in arm's-length negotiations concerning a possible settlement of the Action, including a mediation before a nationally-recognized mediator, the Honorable Jay C. Gandhi (Ret.). After those significant arm's-length negotiations, and based on the investigation of Plaintiff's Counsel, the Parties reached an agreement on the terms reflected in the Stipulation. The Stipulation was signed by counsel for all parties on June 28, 2019.

As a result of the filing, prosecution, and settlement of the Action, Roper has agreed to implement and maintain in substance the corporate governance reforms as set forth below (the "Corporate Governance Reforms"). In connection with the Settlement and in consideration of the Released Claims set forth herein:

1. The Company shall adopt a new compensation plan for Non-employee Directors in 2019. The plan will be effective immediately, and will be presented for stockholder approval at the 2020 annual meeting of stockholders. The plan will provide:

   a. Each Non-employee Director will receive an annual equity award of restricted stock units ("RSUs") with an economic value of $665,000 measured by using the volume weighted average closing price for Roper shares over the fifteen trading days ending on the grant date. One half of the RSUs shall vest six months after the grant date and the remaining RSUs shall vest the day before the next annual meeting of stockholders. No other forms of equity compensation shall be granted to Non-employee Directors;

b. Each Non-employee Director will receive an annual cash retainer of $60,000;

c. Committee chairs will receive an annual supplemental cash retainer of $5,000 for each committee chaired;

d. There will be no attendance fees for Board or committee meetings;

e. The term of the plan would run until the end of 2022; and

f. The Company and its Board shall not seek to modify any duly-stockholder approved director compensation plan to increase the equity or cash compensation paid to Non-employee Directors prior to the expiration of said plan.

g. In the event that the stockholders do not vote to approve the proposed new director compensation plan, the Board shall retain an independent director-pay consultant to review Roper's compensation practices and recommend alternatives for the Board to consider. For the avoidance of doubt, the independent director-pay consultant must be (i) different from, and unrelated to, the compensation consultant used for purposes of advising on the Company's named executive officer compensation; and (ii) different from, and unrelated to, the compensation consultant used for advice on any non-employee directors' compensation matters or issues prior to December 2018.

2. For 2019, the Board shall elect an independent director as Chairman of the Board and that non-employee director will receive an annual supplemental cash retainer of $175,000. The responsibilities of the independent Chairman of the Board shall include the following:

a. Determine the schedule and agenda for Board meetings in consultation with other Board members;

b. Coordinate the scheduling of executive sessions of the Board's independent or Non-Employee Directors and set agendas for executive session meetings with input from those directors;

c. Chair all meetings of the Board and lead executive sessions of the Board's independent directors;

d. Determine the appropriate flow of information from management to the Board necessary for the Board to effectively and responsibly perform its functions and specifically to request that certain material be provided to the Board in consultation with other Board members;

e. Coordinate the search for and approve the retention of appropriate consultants to the Board;

f. Coordinate the performance evaluations of Roper's CEO with the compensation committee of the Board and the full Board, and meet with the CEO to discuss the CEO's performance;

g. Act as a liaison between the independent directors and the CEO; and

h. Be available for communication with stockholders, to the extent the Board deems appropriate and in the best interests of Roper.

3. The proxy statement for the 2020 annual meeting will include disclosures regarding the proposed new director compensation plan in accordance with the U.S. Securities and Exchange Commission (the "SEC") requirements.

4. Future annual proxy statements through the expiration of the proposed new director compensation plan in 2022 will include disclosure of the fair value of the annual non-employee director equity grants in the preceding year.

5. The Compensation Committee of the Board shall retain an independent consultant to advise it with respect to the 2019 compensation package for the CEO and continue to do so each year thereafter. For the avoidance of doubt, the independent consultant must be different from, and unrelated to, the compensation consultant used for purposes of advising on the Company's board compensation should stockholders not vote to approve the new director compensation plan per paragraph 1(g) above. Among the matters the Compensation Committee shall consider are the compensation levels and practices of peer-group public companies, private equity companies and capital deployment companies. The Company's annual proxy statements through the end of 2022 will discuss the Compensation Committee's process in considering the compensation package for the CEO, and the role of the independent consultant.

Defendants acknowledge and agree that the Action was the cause of the future reductions in equity compensation as set forth in paragraph 1. Defendants also acknowledge that these reductions in equity compensation confer a financial benefit of $12,545,146 upon the Company, and that the Settlement consideration confers a substantial benefit upon the Company. Because the Action was brought for the benefit of Roper, any monetary benefit or recovery in the litigation (whether from this or any settlement or through a judgment in favor of the Plaintiff) would go to Roper. Roper stockholders will not receive any direct payment as a result of the Stipulation and will not need to fill out any kind of claims form as a result of the settlement.

The Stipulation is contingent on receiving approval from the Court.

III. RELEASES

Under the Stipulation, the following releases will occur upon the Effective Date (as defined in the Stipulation):

The Releasing Persons (defined below) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims (defined below) (including Unknown Claims) against the Released Persons (defined below), as well as any and all claims against the Released Persons arising out of, relating to, or in connection with the defense, settlement, or resolution of the Action; provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation.

Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice all claims (including Unknown Claims) against Plaintiff and Plaintiff's Counsel arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action; provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation.

The "Releasing Persons" means Plaintiff (both individually and derivatively on behalf of Roper), any other current or former Roper stockholder acting or purporting to act on behalf of Roper, and Roper. "Releasing Person" means, individually, any of the Releasing Persons.

The "Released Persons" means the Individual Defendants and each of their respective legatees, executors, administrators, predecessors, successors, subsidiaries, affiliates, agents, attorneys, insurers, immediate family members, legal representatives, heirs, trusts, estates, and assigns. "Released Persons" also includes Roper and all of its current and former officers, directors, and employees.

The "Released Claims" means and includes any and all claims for relief or causes of action, debts, demands, rights, liabilities, losses, and claims whatsoever, known or unknown (including Unknown Claims), fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, or matured or unmatured, that have been or could have been or in the future might be asserted by Plaintiff as a Roper stockholder, or by any other Roper stockholder or any other person acting or purporting to act on behalf of Roper, against the Released Persons, arising out of or relating to: (a) the facts, transactions, events, occurrences, acts, disclosures, statements, or omissions (including in the Company's proxies) alleged in the Action, or (b) the payment of compensation to Non-employee Directors of Roper or the chief executive officer of Roper, in their capacities as such, before the date of the Stipulation, including without limitation any equity awards (including the 2019 award of RSUs to Non-employee Directors pursuant to the Settlement) and any cash compensation; provided, however, that it is understood that "Released Claims" and any release provided by the Settlement shall not include: (i) any claims to enforce the Settlement; and (ii) any claims by any Defendant or other insured to enforce any rights under any contract or policy of insurance.

IV. PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT

Plaintiff and Plaintiff's Counsel submit that the claims they assert in the Action on behalf of Roper have merit. Nonetheless, Plaintiff and Plaintiff's Counsel understand that there is uncertainty, risk, cost, and burden inherent in any litigation, especially in complex cases such as this Action. In addition, Plaintiff and Plaintiff's Counsel assert that the Settlement set forth in this Stipulation confers substantial benefits upon Roper and Roper's stockholders in light of the present circumstances.

Plaintiff's Counsel has conducted extensive investigation and analysis, including, inter alia: (i) reviewing Roper's press releases, public statements, SEC filings, its financial condition

and business prospects, and historical director and executive officer compensation practices; |(ii) analysis of compensation practices at the Company's peers; (iii) reviewing related media reports about the Company; (iv) researching applicable law with respect to the claims alleged in the Action and potential defenses thereto; (v) preparing and filing the derivative complaint; (vi) preparing an opposition to the motion to dismiss filed by the Individual Defendants and joined by the Company; (vii) preparing for oral argument on the motion at the January 8, 2019 hearing; (viii) researching corporate governance and director compensation best practices; (ix) researching and preparing correspondence related to the settlement demands; (x) drafting an amended complaint; (xi) drafting a mediation statement, including analysis of financial benefits accruing to the Company through the reforms to the Company's director compensation practices; and participating in a day-long mediation and multiple follow-up mediation discussions; and (xii) negotiating the Settlement with Defendants. Based on their evaluation, Plaintiff and Plaintiff's Counsel submit that the Settlement set forth in the Stipulation is in the best interests of Roper and Roper's stockholders, and that when compared with the uncertainty, risk, cost, and burden inherent in the continued litigation of this Action, it is in the best interests of Roper and Roper's stockholders that the Action be settled on the terms set forth in the Stipulation.

As will be set forth fully in Plaintiff's brief in support of the Settlement, the Settlement's benefits include the agreement to adopt a new director compensation plan in 2019 to be effective immediately and to include equity compensation reductions that confer a financial benefit of $12,545,146 on the Company; to present the new director compensation plan for stockholder approval at the 2020 annual meeting of stockholders; future annual proxy statements through the expiration of the proposed new director compensation plan will include disclosure of the fair value of the annual non-employee director equity grants in the preceding year; retention of an

independent consultant for the Compensation Committee of the Board; and provisions concerning the role of the independent Chairman of the Board.

Plaintiff and Plaintiff's Counsel assert that the terms of this Settlement, which directly address the claims in the Verified Stockholder Derivative Complaint for Breach of Fiduciary Duty and Unjust Enrichment and provide multiple benefits to Roper and its stockholders, strongly weigh in favor of acceptance of this Settlement, especially when compared to the uncertainty, risk, cost, and burden of further litigation.

The Parties have agreed that neither the Stipulation, nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referenced in or attached to the Stipulation, nor any action taken to carry out the Stipulation or in connection with the Settlement, is, may be construed as, or may be used as an admission by or against Plaintiff that this Action lacked merit when filed or that it currently lacks merit, whatsoever by any Person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative.

V. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Individual Defendants have denied and continue to deny each of the claims, contentions, and allegations made against them or that could have been made against them in the Action, and expressly deny all charges of wrongdoing or liability against them. The Individual Defendants expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties, to the extent such duties exist, that they have meritorious defenses to the claims asserted in the Action, and that judgment should be entered dismissing all claims against them with prejudice. The Individual Defendants also have denied and continue to deny, among other things, the allegations that Plaintiff, Roper, or Roper stockholders have suffered damage or were harmed by the conduct alleged in the Action.

Nonetheless, Defendants have concluded that further litigation of the Action would be

protracted and expensive, as well as disruptive to Roper's operations, and that it is desirable and beneficial for Roper and its stockholders that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. Defendants have entered into the Stipulation because the Settlement would eliminate the burden, expense, and uncertainties inherent in further litigation and would terminate all claims that were asserted or that could have been asserted in the Action, including all claims relating to the Individual Defendants' decisions and actions relating to compensation of Roper's directors and officers. Defendants acknowledge that the Settlement confers substantial benefits on Roper, including in the form of a financial benefit of $12,545,146 from the reduction in non-employee director compensation, and is fair, reasonable, adequate, and in the best interests of Roper and its stockholders.

The Parties have agreed that neither the Stipulation, nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referred or attached to the Stipulation, nor any action taken to carry out the Stipulation, is, may be construed as, or may be used as evidence of the validity of any of the Released Claims or as an admission by or against the Individual Defendants of any fault, wrongdoing, or concession of liability.

VI. PLAINTIFF'S ATTORNEYS' FEES AND EXPENSES

After negotiating the substantive terms of the settlement, the Parties discussed a fair and reasonable sum to be paid to Plaintiff's Counsel for their attorneys' fees and expenses. The Parties engaged in an all-day mediation before the Honorable Jay C. Gandhi (ret.) and ultimately accepted his mediator's proposal as to the amount of attorneys' fees and expenses to be paid to Plaintiff's Counsel. In recognition of the substantial benefits conferred upon Roper as a direct result of the prosecution and Settlement of the Action, Roper will pay or cause to be paid Plaintiff's attorneys' fees and expenses in the agreed-to amount of $1,900,000, subject to Court approval ("Fee and Expense Amount"). To date, Plaintiff's Counsel have not received any

payment for their services in pursuing the claims asserted in the Action, nor have Plaintiff's Counsel been reimbursed for their litigation expenses. The Parties believe that the sum agreed to is within the range of attorneys' fees and expenses approved by courts under similar circumstances in litigation of this type.

Plaintiff's Counsel may also apply to the Court for a service award of up to $5,000 for Plaintiff in recognition of Plaintiff's participation and effort in the prosecution of the Action, to be paid solely from the Fee and Expense Amount upon Court approval. The Settlement is not conditioned on the Court's approval of a Fee and Expense Amount in any amount, or the service award to Plaintiff.

VII. THE SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing to be held on _____, 2019, at _____ a.m. / p.m., Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, located at Courtroom 6-A of the Judge Lynn N. Silvertooth Judicial Center, 2002 Ringling Boulevard, Sarasota, Florida 34237.

At the Settlement Hearing, the Court will consider whether the Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, and adequate and in the best interests of Roper and its current stockholders, and thus should be finally approved, whether the fees and expenses sought by Plaintiff's Counsel should be approved, and whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation. The Court will also hear and determine objections, if any, to the Settlement or the Fee and Expense Award sought by Plaintiff's Counsel and rule on such other matters as the Court may deem appropriate.

The Court may adjourn the Settlement Hearing from time to time without further notice to anyone other than the parties to the Action and any Objectors (as defined below). The Court

reserves the right to approve the Stipulation at or after the Settlement Hearing with such modifications as may be consented to by the Parties to the Stipulation and without further notice.

VIII. THE RIGHT TO OBJECT AND/OR TO BE HEARD AT THE HEARING

Any record or beneficial stockholder of Roper who objects to the Settlement, the proposed Judgment to be entered, the Fee and Expense Award or who otherwise wishes to be heard (an "Objector"), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered thereon, unless he, she, or it has, no later than fourteen (14) calendar days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the court at the Sarasota County Historic Courthouse, 2000 Main Street, Sarasota, Florida 34237, and served (by hand or overnight mail) on Plaintiff's Counsel and Defendants' counsel, at the addresses below, the following: (i) proof of current ownership of Roper stock; (ii) a written notice of the Objector's intention to appear; (iii) a detailed statement of the objections to any matter before the Court; and (iv) a detailed statement of all of the grounds thereon and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. In addition to the aforementioned Court address, the addresses to which such information should be sent (by hand or by overnight mail) are as follows:

Geoffrey J. Ritts
JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114

Attorneys for Individual Defendants Brian D. Jellison, Robert E. Knowling, Jr.,

Wilbur J. Prezzano, Robert D. Johnson,
Christopher Wright, John F. Fort, III,
Richard F. Wallman, Amy Woods Brinkley,
and Laura G. Thatcher

Jennifer B. Compton
SHUMAKER, LOOP & KENDRICK, LLP
240 S. Pineapple Ave.
P.O. Box 49948
Sarasota, FL 34230

Attorneys for Nominal Defendant Roper Technologies, Inc.

Jenny L. Dixon
ROBBINS ARROYO LLP
5040 Shoreham Place
San Diego, CA 92122

Attorneys for Plaintiff

Any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in the Action or any other action or proceeding or otherwise contesting the Settlement or the Fee and Expense Award, and will otherwise be bound by the Judgment to be entered and the releases to be given. You are not required to appear in person at the Settlement Hearing in order to have your timely and properly filed objection considered.

IX. INTERIM INJUNCTION

Pending final determination of whether the Settlement should be approved, Plaintiff and all Current Roper Stockholders are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement, prosecution or instigation of any action asserting any Released Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Person.

X. EXAMINATION OF PAPERS AND INQUIRIES

This Notice summarizes the Stipulation. It is not a complete statement of the events in the Action or of the Stipulation. For additional information about the claims asserted in the Action and the terms of the Settlement, please refer to the documents filed with the Court and the Stipulation available on Plaintiff's Counsel's website at www.robbinsarroyo.com/notices. You may examine the Court files during regular business hours of each business day at the Sarasota County Historic Courthouse, 2000 Main Street, Sarasota, Florida 34237. However, you must appear in person to inspect these documents. The Clerk's office will not mail copies to you. For more information concerning the Settlement, you may also call or write to: Robbins Arroyo LLP, c/o Jenny L. Dixon, 5040 Shoreham Place, San Diego, California 92122, Telephone: (619) 525-3990.

XI. NOTICE TO NOMINEES

If you held any Roper stock as a nominee for the beneficial owner, in "street name," or in your name as trustee or fiduciary, please within ten (10) business days of receipt of this Notice either (1) advise the notice administrator in writing so that an appropriate quantity of this Notice can be sent to you for distribution to all beneficial owners for whom you held such stock; or (2) provide the names and addresses of such beneficial owners, preferably in electronic format (*e.g.*, Excel, CSV, etc.), setting forth (a) title/registration, (b) street address, and (c) city/state/ZIP, to the notice administrator at the following address:

Broadridge Corporate Issuer Solutions
c/o Broadridge Investor Communications Solutions, Inc.
51 Mercedes Way, Edgewood, NY 11717
Attn: Reorg Dept.
E-mail: ReorgOpsCAMailingService@Broadridge.com

Each nominee may, if it does so promptly, apply to the notice administrator for reimbursement of actual out-of-pocket costs reasonably incurred in forwarding the Notice to

beneficial owners, or in identifying the beneficial owners to the notice administrator so that the Notice may be mailed.

PLEASE DO NOT WRITE OR CALL THE COURT, ROPER, OR THE INDIVIDUAL DEFENDANTS WITH QUESTIONS ABOUT THIS NOTICE OR THE SETTLEMENT. ANY SUCH QUESTIONS SHOULD BE ADDRESSED TO PLAINTIFF'S COUNSEL.

BY ORDER OF THE CIRCUIT COURT OF THE
TWELFTH JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA

1337215

EXHIBIT C

IN THE CIRCUIT COURT OF THE TWELFTH
JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA

BENJAMIN ARCHER, Derivatively on Behalf of ROPER TECHNOLOGIES, INC., Plaintiff, v. BRIAN D. JELLISON, ROBERT E. KNOWLING, JR., WILBUR J. PREZZANO, ROBERT D. JOHNSON, CHRISTOPHER WRIGHT, JOHN F. FORT, III, RICHARD F. WALLMAN, AMY WOODS BRINKLEY, and LAURA G. THATCHER, Defendants, -and- ROPER TECHNOLOGIES, INC., a Delaware corporation, Nominal Defendant.	)	Case No. 2018 CA 002051 NC

[PROPOSED] ORDER AND FINAL JUDGMENT

This matter came before the Court for hearing on _____, 2019, to consider approval of the proposed settlement ("Settlement") set forth in the Stipulation and Agreement of Settlement dated June 28, 2019, and the exhibits thereto (the "Stipulation"). The Court has reviewed and considered all documents, evidence, objections (if any), and arguments presented in support of or against the Settlement. Good cause appearing therefore, the Court enters this Order and Final Judgment ("Judgment").

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement, and over all Settling Parties.

3. The Court finds that the Notice provided to Current Roper Technologies, Inc. ("Roper" or the "Company") Stockholders constituted the best notice practicable under the circumstances. The Notice fully satisfied the requirements of section 607.07401 of the Florida Statutes and the requirements of due process.

4. The Court finds that the Settlement as set forth in the Stipulation is

fair, reasonable, adequate, and in the best interests of Roper and its stockholders, and hereby finally approves the Stipulation and Settlement in all respects, and orders the Settling Parties to perform its terms to the extent the Settling Parties have not already done so.

5. During the course of the litigation, all parties and their respective counsel at all times complied with the requirements of Rule 2.515 of the Florida Rules of Judicial Administration, and all other similar laws or statutes.

6. The Action is hereby dismissed with prejudice. The Settling Parties are to bear their own costs, except as otherwise provided in the Stipulation.

7. Upon the Effective Date, the Releasing Persons shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Claims (including Unknown Claims) against the Released Persons, as well as any and all claims against the Released Persons arising out of, relating to, or in connection with the defense, settlement, or resolution of the Action. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation or this Judgment.

8. Upon the Effective Date, each of the Defendants shall be deemed to have fully, finally, and forever released, relinquished, and discharged Plaintiff and Plaintiff's Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement,

or resolution of the Action or the Released Claims. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation or this Judgment.

9. Nothing in this Judgment constitutes or reflects a waiver or release of any rights or claims of Defendants against their insurers, or their insurers' subsidiaries, predecessors, successors, assigns, affiliates, or representatives, including, but not limited to, any rights or claims of Defendants or Roper under any directors' and officers' liability insurance or other applicable insurance coverage maintained by the Company. Nothing in this Judgment constitutes or reflects a waiver or release of any rights or claims of the Individual Defendants relating in any way to indemnification, whether under any written indemnification or advancement agreement, or under the Company's charter, by-laws, or under applicable law.

10. The Court hereby approves the Fee and Expense Amount of $1,900,000 in accordance with the Stipulation and finds that the Fee and Expense Amount is fair and reasonable.

11. The Court hereby approves the Service Award of $5,000, which the Court finds to be fair and reasonable, to be paid to Plaintiff from the Fee and Expense Amount in accordance with the terms of the Stipulation.

12. Within ten (10) business days after entry of this Judgment,

notwithstanding any potential appeal therefrom, Roper shall pay or cause its insurer to pay the Fee and Expense Amount to Robbins Arroyo LLP as receiving agent for Plaintiff's Counsel, subject to Robbins Arroyo first providing wire instructions and an executed Form W-9. The Fee and Expense Amount, as approved by the Court, shall constitute final and complete payment for Plaintiff's Counsel's fees and expenses that have been incurred or will be incurred in connection with the Action. In the event this Judgment fails to become Final, then it shall be the joint and several obligation of Plaintiff's Counsel to refund to Roper and/or Defendants' insurers any attorneys' fees and expenses previously paid, within ten (10) business days of receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, whichever is earlier.

13. Neither the Stipulation nor the Settlement shall be deemed to prejudice in any way the respective positions of the Settling Parties with respect to the Action, shall not be deemed a presumption, a concession, or admission by any of the Settling Parties of any fault, liability, or wrongdoing as to any facts, claims, or defenses that have been or might have been alleged or asserted in the Action or with respect to any of the claims settled in the Action, or any other action or proceeding, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative. The Released

Persons may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may also file the Stipulation and documents executed pursuant and in furtherance thereto in any action to enforce the Settlement and/or this Judgment.

14. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction with respect to implementation and enforcement of the terms of the Stipulation.

15. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, this Judgment shall be vacated, and all Orders entered and releases delivered in connection with the Stipulation and this Judgment shall be null and void, except as otherwise provided for in the Stipulation.

16. This Judgment is a final judgment, and the Court finds that no just reason exists for delay in entering the Judgment in accordance with the Stipulation. Accordingly, the Clerk is hereby directed to enter this Judgment forthwith in accordance with section 55.01 of the Florida Statutes.

IT IS SO ORDERED.

DATED:

_____

JUDGE HUNTER CARROLL
Circuit Judge, Twelfth Judicial Circuit

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