DOCKET NO. FST-CV-14-6023297-S	:	**SUPERIOR COURT**
ANDREW POST, on behalf of himself and all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	

DOCKET NO. FST-CV-14-6023323-S	:	**SUPERIOR COURT**
SHIVA Y. STEIN, on behalf of herself and all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	

DOCKET NO. FST-CV-14-6023441-S	:	**SUPERIOR COURT**
MARK HALSTROM, individually and on behalf of all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	**MARCH __, 2015**

STIPULATION AND AGREEMENT OF COMPROMISE, SETTLEMENT, AND RELEASE

This Stipulation and Agreement of Compromise, Settlement and Release (the "Stipulation" or "Settlement") is entered into as of March 20, 2015, by and among the parties to the putative class action lawsuits currently pending in the Superior Court of the State of Connecticut, Judicial District of Stamford/Norwalk at Stamford (the "Connecticut Court") captioned as *Post v. Bolt Technology et al.*, Case No. FST-CV-14-6023297-S, *Halstrom v. Bolt Technology Corp. et al.*, Case No. FST-CV-14-6023297-S, and *Stein v. Bolt Technology, et al.*, Case No. FST-CV-6023323-S (collectively, the "Actions"), by and through the parties' respective undersigned counsel, subject to the approval of the Court. The parties to this Stipulation (each a "Party" and collectively, the "Parties") are Plaintiffs Andrew Post, Mark Halstrom, and Shiva Y. Stein (the "Plaintiffs"); Defendants Bolt Technology Corporation ("Bolt" or the "Company"); Teledyne Technologies Incorporated ("Teledyne"); Lightning Merger Sub, Inc. ("Merger Sub"); Raymond M. Soto, Michael Hedger, Joseph Espeso, Kevin Conlisk, Michael Flynn, George Kabureck, Stephen Ryan, Peter Siciliano, and Gerald Smith, (collectively, the "Individual Defendants" and together with Bolt, Teledyne, and Merger Sub, the "Defendants").

RECITALS

A. WHEREAS, on September 3, 2014, Bolt and Teledyne announced that the Company and Teledyne had entered into a definitive Agreement and Plan of Merger ("Merger Agreement") pursuant to which Teledyne would acquire all of Bolt's outstanding shares of common stock for $22.00 per share (the "Merger"), and Merger Sub would merge with and into Bolt, with Bolt continuing as a wholly owned subsidiary of Teledyne;

B. WHEREAS, on September 10, 2014, a Bolt shareholder, Andrew Post, filed a putative class action lawsuit challenging the Merger on behalf of the public shareholders of Bolt

in the Connecticut Court, against Bolt, the Individual Defendants, Teledyne, and Merger Sub, titled *Post v. Bolt Technology Corp.*, et al., FST-CV-14-6023297-S;

C. WHEREAS, on September 15, 2014, a Bolt shareholder, Shiva Y. Stein, filed a putative class action lawsuit challenging the Merger on behalf of the public shareholders of Bolt in the Connecticut Court against Bolt, the Individual Defendants, Teledyne, and Merger Sub, titled *Stein v. Bolt Technology, et al.*, FST-CV-6023323-S;

D. WHEREAS, on September 15, 2014, a putative class action lawsuit challenging the Merger was purportedly filed by Bolt shareholder, Armin Walker on behalf of the public shareholders of Bolt in the Connecticut Court, against Bolt, the Individual Defendants, Teledyne, and Merger Sub, titled *Walker v. Bolt Technology Corp., et al.*, FST-CV-14-6023423-S, which was subsequently withdrawn on November 11, 2014;

E. WHEREAS, on September 18, 2014, a Bolt shareholder, Mark Halstrom, filed a putative class action lawsuit challenging the Merger on behalf of the public shareholders of Bolt in the Connecticut Court, against Bolt, the Individual Defendants, Teledyne, and Merger Sub, titled *Halstrom v. Bolt Technology Corp., et al.*, FST-CV-14-6023297-S;

F. WHEREAS, on September 29, 2014, a Bolt shareholder, Kimberly A. Linnemeyer, filed a putative class action lawsuit challenging the Merger on behalf of the public shareholders of Bolt in the Connecticut Court, against Bolt, the Individual Defendants, Teledyne, and Merger Sub, titled Kimberly A. Linnemeyer *v. Bolt Technology Corp., et al.*, FST-CV-14 -01438-SRU, which she subsequently dismissed;

G. WHEREAS, Defendants have accepted service in the Actions and, retain all of their rights, objections and defenses in response to the Actions, including objections to personal jurisdiction;

H. WHEREAS, on September 24, 2014, Teledyne and Merger Sub removed the Actions to the United States District Court, District of Connecticut ("District Court");

I. WHEREAS, on September 30, 2014, Teledyne and Merger Sub moved to consolidate the Actions;

J. WHEREAS, on October 1, 2014, Bolt and the Individual Defendants moved to dismiss the Actions;

K. WHEREAS, on October 1, 2014, Teledyne and Merger Sub moved to dismiss the Actions;

L. WHEREAS, on October 7, 2014, the Company filed a Definitive Proxy Statement ("Proxy") on Schedule 14A with the Securities and Exchange Commission ("SEC") concerning the Merger. The Proxy set the shareholder vote for November 17, 2014;

M. WHEREAS, on October 15, 2014, Plaintiffs filed a Motion for a Temporary Restraining Order, Limited Expedited Discovery, and Briefing Schedule on Plaintiffs' Motion for Preliminary Injunction (the "TRO Motion");

N. WHEREAS, on October 15, 2014, having reviewed the public filings related to the Merger, the Proxy, and in consultation with a financial expert, Plaintiffs' counsel made a written settlement demand on Defendants;

O. WHEREAS, on October 16, 2014, the District Court granted the motion of Teledyne and Merger Sub to consolidate the Actions;

P. WHEREAS, on October 20, 2014, the District Court ordered that Defendants show cause as to why the District Court should not remand the Actions to the Connecticut Court;

Q. WHEREAS, on October 22, 2014, Teledyne and Merger Sub filed an opposition to the TRO Motion;

R. WHEREAS, on October 22, 2014, Bolt and the Individual Defendants filed an opposition to the TRO Motion;

S. WHEREAS, on October 23, 2014, Plaintiffs filed an amended class action complaint with the District Court (the "Amended Connecticut Complaint");

T. WHEREAS, the Amended Connecticut Complaint alleges that, in connection with the Proposed Transaction: (i) the Individual Defendants breached their fiduciary duties of undivided loyalty or due care with respect to Plaintiffs and the other members of the class; (ii) the Individual Defendants breached their fiduciary duties by failing to secure and obtain the best price reasonably available under the circumstances for the benefit of Plaintiffs and the other members of the Class; (iii) Teledyne and Merger Sub aided and abetted the Individual Defendants' breaches of fiduciary duty; and (iv) Plaintiffs and the Class would be irreparably harmed should the wrongs complained of not be remedied before the consummation of the Proposed Transaction (the "Class Claims");

U. WHEREAS, on October 28, 2014, Plaintiffs replied to the Defendants' oppositions to the TRO Motion;

V. WHEREAS, on October 28, 2014, Teledyne and Merger Sub responded to the District Court's October 20, 2014 order to show cause why the Actions should not be remanded, which Bolt and the Individual Defendants joined;

W. WHEREAS, on October 28, 2014, Plaintiffs responded to the District Court's October 20, 2014 order to show cause why the Actions should not be remanded;

X. WHEREAS, on November 3, 2014, the District Court remanded the Actions to the Connecticut Court and denied as moot all pending motions;

Y. WHEREAS, in early November 2014, counsel for the Parties began engaging in arm's length negotiations concerning a possible resolution of the Actions and Defendants produced certain confidential documents to facilitate those discussions;

Z. WHEREAS, on November 10, 2014, counsel for the Parties executed a Memorandum of Understanding ("MOU"), reflecting the settlement in principle of the Actions between and among Plaintiffs, on behalf of themselves and the putative Class (as defined below), and Defendants, on the terms and subject to the conditions set forth below;

AA. WHEREAS, on November 17, 2014, at a duly called special meeting of the stockholders of Bolt, the Company stockholders voted in favor of the Merger; and the Merger was subsequently consummated on November 18, 2014;

BB. WHEREAS, on December 15, 2014, counsel for all Parties submitted a Stipulated Motion for Entry of Protective Order in the *Post* lawsuit, governing the exchange of further confidential materials and for the depositions of a representative of Bolt and a representative of the Company's financial advisor, Johnson Rice & Company L.L.C. ("Johnson Rice") for the purposes of confirming the fairness of the provisions set forth in the MOU;

CC. WHEREAS, between December 15, 2014 and February 9, 2015, Defendants provided additional confidential discovery to Plaintiffs related to the Merger, including the production of certain private non-public confidential documents such as board of directors materials and minutes, and valuation analyses relating to the Merger;

DD. WHEREAS, on December 19, 2014, Plaintiffs' counsel conducted the deposition of defendant Raymond M. Soto, the Company's Chief Executive Officer and Chairman of the Bolt Board of Directors at all times relevant to the Actions;

EE. WHEREAS, on January 5, 2015, the Court granted the Parties' Stipulated Motion for Entry of Protective Order, filed on December 15, 2014;

FF. WHEREAS, on January 5, 2015, the Parties filed a Joint Motion to Consolidate seeking to consolidate the *Post*, *Halstrom*, and *Stein* lawsuits, which was granted by the Court on January 21, 2015;

GG. WHEREAS, on February 9, 2015, Plaintiffs' counsel conducted the deposition of Joshua Cummings, Head of Energy Investment Banking and Member at Johnson Rice;

HH. WHEREAS, counsel for the Plaintiffs in the Actions and counsel for Defendants in the Actions have engaged in extensive arm's-length negotiations concerning a possible settlement of the Actions;

II. WHEREAS, during these discussions and negotiations, and prior to the negotiation of the substantive terms of this Stipulation, the Parties did not discuss the appropriateness or amount of any award of attorneys' fees and expenses to be paid to Plaintiffs' counsel;

JJ. WHEREAS, counsel for the Parties have reached an agreement in principle, set forth in this Stipulation, providing for the settlement of the Actions between and among Plaintiffs, on behalf of themselves and the putative Class (as defined below), and Defendants, on the terms and subject to the conditions set forth below (the "Settlement");

KK. WHEREAS, Defendants have consented to the conditional certification of the Actions as non-opt out class actions pursuant to Connecticut Practice Book §§ 9-7, 9-8(1)-(2), and 9-9 for settlement purposes only, as defined in Paragraph 10 hereinafter;

LL. WHEREAS, Plaintiffs and their counsel have taken into consideration the strengths and weaknesses of the Class Claims and have determined that a settlement of the Actions on the terms set forth in this Stipulation is fair, reasonable, adequate, and in the best interests of Plaintiffs

and the putative Class (as defined below) and confers a substantial benefit upon them, and that it is reasonable to pursue a settlement of the Actions based upon the procedures outlined herein and the benefits and protections offered herein;

MM. WHEREAS, entry into the Stipulation by Plaintiffs is not an admission as to the lack of any merit of any of the Class Claims asserted in the Actions;

NN. WHEREAS, Defendants each have denied and continue to deny the allegations in the Actions and all other charges of wrongdoing, violation of law, fault, liability or damage arising out of any purported conduct, statements, acts or omissions relating to the Merger that were or could be alleged in the Actions, and they believe and expressly maintain that they acted properly and in compliance with their fiduciary and/or other legal duties at all times and that the Class Claims and all allegations of wrongdoing in the Actions are without merit; and

OO. WHEREAS, Defendants, solely to avoid the costs, disruption and distraction of further litigation, and without admitting the validity of any allegations made in the Actions, or any liability with respect thereto, have concluded that it is desirable that the claims against them be settled and dismissed on the terms set forth in this Stipulation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court and for good and valuable consideration set forth herein and conferred on Plaintiffs and the Class (as defined below), by the Plaintiffs, for themselves and on behalf of the Class, and the Defendants, that the Actions shall be fully and finally settled, compromised, discharged, released, and dismissed as to all Defendants on the following terms and conditions:

AGREEMENT TERMS AND CONDITIONS

SETTLEMENT CONSIDERATION

1. It is agreed that, in consideration of the full settlement and release of the Settled Plaintiffs' Claims, Bolt provided additional disclosures set forth in an amendment to Bolt's Proxy Statement that was filed with the SEC on Schedule 14A on November 10, 2014 and attached hereto as Exhibit A (the "Supplemental Disclosures"). Without admitting any wrongdoing, Defendants acknowledge that the filing and prosecution of the Actions and discussions with Plaintiffs' counsel were the primary cause for the Supplemental Disclosures.

2. Defendants have denied, and continue to deny, that any of them have committed or have threatened to commit any violations of law or breaches of duty to the Plaintiffs, the Class or anyone else.

3. Defendants are entering into the Settlement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation.

4. Plaintiffs believe that the Class Claims had substantial merit when filed and are settling the Class Claims because they believe that the Supplemental Disclosures provided substantial value to the shareholders of Bolt.

5. Entry into the Settlement by Plaintiffs is not an admission as to the lack of any merit of any of the Class Claims asserted in the Actions.

6. Plaintiffs and their counsel acknowledge that they reviewed the Supplemental Disclosures prior to the Merger and deemed them an adequate basis for settling the Actions.

7. Plaintiffs and their counsel have concluded that the Settlement is fair and adequate, and that it is reasonable to pursue the Settlement based upon the terms and procedures outlined herein.

STAY OF PROCEEDINGS

8. The Parties shall refrain from further activities in the Actions, except for those related to or in furtherance of the Settlement (the "Settlement-Related Proceedings"), directed by the Connecticut Court, or otherwise permitted herein, until the Settlement-Related Proceedings are concluded.

9. All agreements made and orders entered during the course of the Actions relating to the confidentiality of information shall survive this Stipulation.

CLASS CERTIFICATION

10. Solely for the purpose of effectuating the settlement provided for herein, the Parties agree to the conditional certification of each of the Actions as a non-opt-out class action pursuant to Connecticut Practice Book §§ 9-7, 9-8 (1)-(2), and 9-9 on behalf of a Class consisting of all persons who were record or beneficial owners of Bolt common stock at any time during the period beginning on September 3, 2014, through the date of the consummation of the Merger on November 17, 2014, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "Class," to be composed of "Class Members"). Excluded from the Class are Defendants and their affiliates, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded person.

11. In the event the Settlement does not become final for any reason, Defendants reserve all of their rights, including, but not limited to the right to oppose certification of any class in the Actions or any in future proceedings.

NOTICE TO THE CLASS
SUBMISSION AND APPLICATION TO THE COURT

12. The Parties have agreed to a form of notice to submit for Connecticut Court approval (when approved by the Connecticut Court, the "Notice").

13. Bolt shall be responsible for providing Notice of the Settlement to the members of the Class in the form and manner directed by the Connecticut Court.

14. Bolt or its successor shall pay all costs and expenses incurred in preparing and providing Notice of the Settlement to the Class Members, with the understanding that such Notice is to be made by U.S. mail unless otherwise ordered by the Connecticut Court.

15. The Notice of the Settlement, in substantially the form annexed hereto as Exhibit B, shall be mailed by Bolt or its successors to members of the Class who were record holders at their respective last known addresses set forth in the Company's stock records in the form and manner directed by the Connecticut Court.

RELEASE OF CLAIMS

16. Effective upon occurrence of Final Court Approval (as defined below), Plaintiffs, and every member of the Class, agree to the complete discharge, dismissal with prejudice on the merits, release, and settlement, to the fullest extent permitted by law, of all claims, demands, rights, actions or causes of action, liabilities, damages, losses, costs, expenses, interest, obligations, judgments, suits, matters and issues of every kind, nature, or description whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether arising under federal, state, or foreign constitution, statute, regulation, ordinance, contract, tort, common law, equity, or otherwise, that have been, could have been, or in the future can or might be asserted in the Actions or otherwise against Defendants and their respective predecessors, successors-in-

interest, parents, subsidiaries, affiliates, representatives, agents, insurers, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them, and each of their predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, insurers, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them (including, without limitation, any investment bankers, accountants, insurers, reinsurers or attorneys and any past, present or future officers, directors, partners and employees of any of them) (collectively, the "Released Parties"), that have been, could have been, or in the future can or might be asserted by or on behalf of Plaintiffs or any member of the Class in their capacity as shareholders, related to the Merger, in any forum, including class, derivative, individual, or other claims, whether state, federal, or foreign, common law, statutory, or regulatory, including, without limitation, the Class Claims and claims under the federal securities laws, arising out of, related to, or concerning (i) the allegations contained in the Actions, and the Amended Connecticut Complaint, (ii) the Merger, (iii) the Proxy and any amendments thereto or any other disclosures or filings relating to the Merger, or alleged failure to disclose, with or without scienter, material facts to shareholders in connection with the Merger, (iv) the events leading to, connected to or relating to, the Merger, (v) the negotiations with any person or entity in connection with the Merger, (vi) any agreements relating to the Merger and any action taken in connection with the same, or to effectuate and consummate the Merger, and any compensation or other payments made to any of the Defendants in connection with the Merger, (vii) any alleged aiding and abetting of any of the foregoing, and (viii) any and all conduct by any of the Defendants or any of the other Released Parties arising out of or relating in any way to the negotiation or execution of this Stipulation (collectively, the "Settled Plaintiffs' Claims"); provided, however, that the Settled

Plaintiffs' Claims shall not include the right to enforce in the Connecticut Court the terms of the Settlement or the Stipulation.

17. Effective upon occurrence of Final Court Approval, Plaintiffs and their respective agents, including without limitation their counsel, will receive from Defendants and Released Parties, as well as their successors and assigns, a full release from any and all claims or sanctions, including unknown claims, arising out of the institution, prosecution, settlement, or resolution of the Actions; provided, however, that the Defendants and Released Parties shall retain the right to enforce in the Connecticut Court the terms of the Settlement or the Stipulation (collectively, the "Settled Defendants' Claims").

18. The Parties agree to submit an Order, subject to further Order of the Connecticut Court, that pending Final Court Approval of the Settlement, Plaintiffs and all members of the Class, and any of them, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any of the Settled Plaintiffs' Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Parties.

EFFECTS OF RELEASES

19. The releases contemplated by this Stipulation shall extend to Settled Plaintiffs' Claims and Settled Defendants' Claims that the parties granting the release (the "Releasing Parties") do not know or suspect to exist at the time of the release, which if known, might have affected the Releasing Parties' decision to enter into the release; and the Releasing Parties shall be deemed to relinquish, to the extent applicable, and to the full extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States,

or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and Defendants acknowledge, and the members of the Class shall be deemed by operation of the entry of a final order and judgment approving the Settlement to have acknowledged, that the foregoing waiver was separately bargained for and is an integral element of the Settlement.

COVENANT NOT TO SUE

20. Upon Final Court Approval, each Class Member covenants not to sue, and each Class Member shall be barred from suing, any Defendant or any other Released Party for any Settled Plaintiffs' Claim.

COOPERATION

21. If any action is currently pending or is later served or filed in any state or federal court asserting claims that are related or similar to the subject matter of the Actions prior to Final Court Approval of the proposed Settlement, Plaintiffs shall cooperate with the Defendants in obtaining the dismissal or withdrawal of such litigation, including, where appropriate, joining in any motion to dismiss such litigation.

CONDITIONS OF SETTLEMENT

22. This Stipulation shall be null and void and of no force and effect, unless otherwise agreed to by the Parties pursuant to the terms hereof, if: (a) the Settlement does not obtain Final Court Approval for any reason; (b) any additional putative class action lawsuit challenging the

Merger on behalf of the public shareholders of Bolt is served or filed prior to the final dismissal of the Actions and the plaintiff(s) in any such lawsuit(s) do not agree to be bound by the terms of this Stipulation; or (c) the Connecticut Court declines to certify a mandatory non-opt out Class as requested in this Stipulation. In the event any party withdraws from the Settlement, this Stipulation shall not be deemed to prejudice in any way the respective positions of the Parties with respect to the Actions or otherwise, except in any proceedings to enforce this Stipulation or the Settlement under *Audubon Parking Assoc. Ltd. Partnership v. Barclay & Stubbs, Inc.*, 225 Conn. 805 (1993) and its progeny. Should this Stipulation not be executed or not be consummated in accordance with the terms described herein, the Settlement shall be null and void and of no force and effect, and shall not be deemed to prejudice in any way the position of any party with respect to the Actions or otherwise. In such event, and consistent with the applicable evidentiary rules, neither the existence of this Stipulation nor its contents shall be admissible in evidence or shall be referred to for any purpose in the Actions or in any other proceeding.

23. The provisions contained in this Stipulation shall not be deemed a presumption, concession or admission by any party of any fault, liability, wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims that have been or might be alleged or asserted in the Actions, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Actions, or in any other action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

SUCCESSORS & ASSIGNS

24. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns.

ATTORNEYS' FEES AND EXPENSES

25.

26. Defendants acknowledge that Plaintiffs' Counsel has a claim for attorneys' fees and reimbursement of expenses in the Action and that, rather than continuing to litigate this issue, the Parties (after negotiating the other elements of the Settlement) agreed that, subject to the Connecticut Court's approval, Plaintiffs may seek an award of attorneys' fees to Plaintiffs' Counsel and reimbursement of actual costs and expenses in the sum of $285,000.00 (two hundred eighty-five thousand dollars) in the aggregate for their services in the Action. Defendants agree that they will not oppose Plaintiffs' application made in accordance with the terms herein, and in no event will Defendants be obligated to pay an award in excess of that amount. .

27. No fees or expenses shall be paid by Defendants pursuant to this Stipulation in the absence of full approval by the Connecticut Court of the release of the Settled Plaintiffs' Claims as set forth above and the dismissal with prejudice of each of the lawsuits comprising the Actions.

28. Any fees or costs awarded by the Connecticut Court or agreed to by the Parties (the "Fee Amount") shall be paid by Bolt and the Individual Defendants and/or their insurance carrier, subject to the Connecticut Court's approval. Bolt and the Individual Defendants and/or their insurance carrier shall pay the Fee Amount to Pomerantz LLP pursuant to instructions from Plaintiffs' counsel, within twenty (20) business days after the later of (i) the expiration of all appeal periods during which the Connecticut Court's final judgment approving the Settlement and the dismissal with prejudice of the Actions could be appealed, or (ii) the withdrawal or final disposition of any and all appeals from the Connecticut Court's final judgment approving the Settlement and the dismissal with prejudice of the Actions, with the Connecticut Court's final judgment approving the Settlement remaining intact. For the avoidance of doubt: If the Connecticut Court's final

judgment approving the Settlement is reversed on appeal, Plaintiffs and their counsel will not be entitled to any payments of fees, costs, or expenses from Defendants or their insurers. Plaintiffs' counsel shall be solely responsible for allocating any fees and expenses awarded by the Connecticut Court among counsel for any Class Member.

29. Except as provided herein, neither Plaintiffs, nor Plaintiffs' counsel, nor any Class Member shall seek any other fees, expenses, or compensation relating to the Actions, and the Released Parties shall bear no other expenses, costs, damages, or fees alleged or incurred by the Plaintiffs, by any Class Member, or by any of their attorneys, experts, advisors, agents, or representatives.

30. The approval of fees and expenses sought by the Plaintiffs' counsel shall be in the sole discretion of the Court and shall not be a precondition of the Settlement of the Actions, or the entry of judgment therein. Any order or proceedings relating to such application for fees or expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement or affect the release of Plaintiffs' Settled Claims. The finality of the Settlement shall not be conditioned on any ruling by the Court or any other court concerning any application for fees or expenses.

31. Plaintiffs' counsel warrant that no portion of any fees and expenses awarded by the Court to Plaintiffs' counsel shall be paid, directly or indirectly, to any named Plaintiff or any member of the Class.

WARRANTY

32. This Stipulation is executed by counsel for the Parties, all of whom represent and warrant that they have the authority from their client(s) to enter into this Stipulation and bind their clients thereto. Plaintiffs represent and warrant that they each have been a shareholder of Bolt at

all relevant times, that as of the date hereof, they each continue to hold stock in the Company, and have provided written proof thereof before execution of this Stipulation, and that none of Plaintiffs' claims or causes of action referred to in any complaint in the Actions or this Stipulation have been assigned, encumbered, or in any manner transferred, in whole or in part.

GOVERNING LAW; CONTINUING JURISDICTION

33. This Stipulation and Settlement shall each be governed by and construed in accordance with the laws of the State of Connecticut without regard to Connecticut's principles governing choice of law. The Parties agree that any dispute arising out of or relating in any way to this Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Connecticut Court, and the Parties expressly waive any right to demand a jury trial as to any such dispute.

FINAL APPROVAL

34. The Parties will present the Settlement to the Connecticut Court for hearing and approval as soon as reasonably practicable following dissemination of appropriate notice to Class members, and will use their best efforts to obtain Final Court Approval of the Settlement and the dismissal of the Actions with prejudice as to all claims asserted or which could have been asserted against the Defendants in the Actions and without costs to any party, except as expressly provided herein. As used herein, "Final Court Approval" of the Settlement means that the Connecticut Court has entered an order approving the Settlement in accordance with this Stipulation, and such order is finally affirmed on appeal or is no longer subject to appeal and the time for any petition for re-argument, appeal or review, by leave, writ of certiorari, or otherwise, has expired.

35. Attached hereto as Exhibit C is a proposed order (the "Preliminary Approval Order"), (i) providing, among other things, that the Actions shall proceed, for purposes of this

Settlement only, as a class action on behalf of the Class; (ii) approving the Notice to the Class substantially in the form attached hereto as Exhibit B; and (iii) scheduling a final settlement hearing. If the Court preliminarily approves this Settlement, the Parties shall jointly request entry of the proposed Order and Final Judgment substantially in the form attached hereto as Exhibit D. Exhibits A, B, C, and D are part of this Stipulation.

36. In the event that this Stipulation is not approved by the Court or the Settlement set forth in this Stipulation is terminated in accordance with its terms, the Parties shall be restored to their respective positions in the Actions as of immediately prior to the execution of the Memorandum of Understanding. In such event, the terms and provisions of the Settlement (including the recitals set forth above) shall have no further force and effect with respect to the Parties and shall not be used in the Actions or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Connecticut Court or modification or reversal on appeal or any order concerning the amount of attorneys' fees and expenses awarded to Plaintiffs' Counsel shall constitute grounds for cancellation or termination of the Settlement or affect its terms including the releases, or affect or delay the finality of the Judgment approving the Settlement.

ENTIRE AGREEMENT; AMENDMENTS

37. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof, and may be modified or amended only by a writing, signed by all the Parties, or their agents, that refers specifically to this Stipulation.

COUNTERPARTS

38. This Settlement may be executed in any number of actual or telecopied counterparts and by each of the different parties on several counterparts, each of which when so executed and delivered will be deemed an original. The executed signature page(s) from each actual or telecopied counterpart may be joined together and attached and will constitute one and the same instrument.

DATED: March 20, 2015

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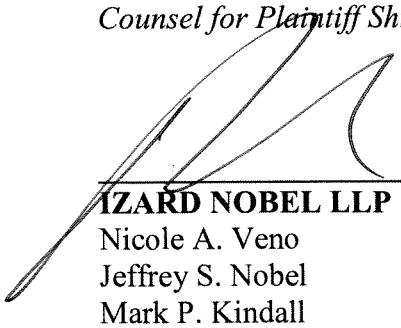

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Exhibit A

DEFA14A 1 v393612_defa14a.htm DEFINITIVE ADDITIONAL MATERIALS

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

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant o

Check the appropriate box:
¨ Preliminary Proxy Statement
¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
¨ Definitive Proxy Statement
ý Definitive Additional Materials
¨ Soliciting Material Pursuant to §240.14a-12

BOLT TECHNOLOGY CORPORATION
(Name of Registrant as Specified in its Charter)

N/A
(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):
¨ No fee required.
¨ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

ý Fee paid previously with preliminary materials.
¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

BOLT TECHNOLOGY CORPORATION
Four Duke Place
Norwalk, Connecticut 06854

SUPPLEMENT TO THE PROXY STATEMENT FOR
THE SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD NOVEMBER 17, 2014

November 10, 2014

These Definitive Additional Materials amend and supplement the definitive proxy statement dated October 7, 2014 (the "Definitive Proxy Statement"), initially mailed to shareholders on or about October 15, 2014 by Bolt Technology Corporation, a Connecticut corporation ("Bolt" or the "Company"), for a special meeting of shareholders of the Company to be held on November 17, 2014 at 10:00 a.m. local time, at the Doubletree Hotel located at 789 Connecticut Avenue, Norwalk, Connecticut 06854. The purpose of the special meeting is to consider and vote upon, among other things, a proposal to approve and adopt the Agreement and Plan of Merger, dated as of September 3, 2014 (the "Merger Agreement"), by and among Bolt, Teledyne Technologies Incorporated, a Delaware corporation ("Teledyne") and Lightning Merger Sub Inc., a Connecticut corporation and a wholly owned subsidiary of Teledyne ("Merger Sub"), providing for the merger (the "Merger") of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and becoming a wholly owned subsidiary of Teledyne. These Definitive Additional Materials on Schedule 14A are being filed pursuant to a memorandum of understanding regarding the settlement of certain litigation relating to the Merger Agreement.

After careful consideration, the board of directors of the Company has unanimously approved the merger agreement and declared it to be advisable and fair to and in the best interests of the Company and its shareholders. The board of directors of the Company unanimously recommends that all shareholders vote "FOR" the proposal to approve and adopt the Merger Agreement, "FOR" the proposal to approve, by a non-binding advisory vote, the specified compensation arrangements disclosed in the Definitive Proxy Statement that will be payable to Bolt's named executive officers in connection with the consummation of the Merger and "FOR" the proposal to approve the adjournment of the special meeting, if necessary or appropriate in the view of the board of directors, to solicit additional proxies if there are not sufficient votes at the time of the special meeting to approve and adopt the Merger Agreement.

If any shareholders have not already submitted a proxy for use at the special meeting, they are urged to do so promptly. No action in connection with this supplement is required by any shareholder who has previously delivered a proxy and who does not wish to revoke or change that proxy.

If any shareholders have more questions about the Merger or how to submit their proxies or if any shareholder needs additional copies of the proxy statement, this supplement, the proxy card or voting instructions, please call our proxy solicitor Georgeson Inc., toll free at (888) 565-5190.

The information contained herein speaks only as of November 10, 2014 unless the information specifically indicates that another date applies.

PROPOSED SETTLEMENT OF LITIGATION

As previously disclosed on page 47 of the Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission (the "SEC") by the Company on October 7, 2014 (the "Definitive Proxy Statement"), five substantially similar putative class action complaints were filed in the Superior Court of the State of Connecticut naming the Company, the members of the Company's board of directors (except that one complaint did not name, as a defendant, Joseph Espeso), Teledyne, and Merger Sub as defendants (collectively, the "Defendants"). The complaints alleged that the members of the Company's board of directors breached their fiduciary duties to Bolt's shareholders by agreeing to sell Bolt for inadequate and unfair consideration and pursuant to an inadequate and unfair process, and that Teledyne and/or Merger Sub aided and abetted those alleged breaches. Teledyne and/or Merger Sub removed all five cases to Federal Court. On October 23, 2014, amended complaints were filed in four of the cases. In the amended complaints the claims, relief sought, and Defendants remained the same, but after having reviewed the preliminary proxy statement filed by the Company, the plaintiffs added details regarding information that they allege should be disclosed to Company shareholders for them to make a fully informed decision whether to vote in support of the proposed transaction. On October 16, 2014, the court consolidated all of the cases identified above into *Armin Walker v. Bolt Technology Corporation et al.*, C.A. No. 3:14-cv-01406, (the "Action"). On October 31, 2014, one of the five plaintiffs voluntarily dismissed her case, leaving four consolidated cases in the Action. On November 3, 2014, the Federal Court remanded the Action to state court in Connecticut, which also had the effect of returning the cases to four separate cases (the "Cases"). On November 10, 2014, one of the remaining four plaintiffs withdrew his case, leaving a total of three separate Cases.

On November 10, 2014, the Defendants entered into a memorandum of understanding ("MOU") with the plaintiffs in the three pending Cases providing for the settlement of all claims in the Cases. Under the MOU, and subject to court approval and further definitive documentation, the plaintiffs on behalf of the putative class they represent have agreed to settle and release, against the Defendants and their affiliates and agents, all claims in the Action and Cases and any potential claim related to (i) the Merger and/or the Merger Agreement, or any amendment thereto; (ii) the adequacy of the consideration to be paid to the Company's shareholders in connection with the Merger; (iii) the fiduciary obligations of any of the Defendants or other released parties in connection with Merger and/or the Merger Agreement, or any amendment thereto; (iv) the negotiations in connection and process leading to the Merger and/or the Merger Agreement, or any amendment thereto; and (v) the disclosures or disclosure obligations of any of the Defendants or other released parties in connection with the Merger and/or the Merger Agreement.

While the Company believes that no supplemental disclosure is required under applicable laws, in order to avoid the risk of the putative shareholder class actions delaying or adversely affecting the Merger and to minimize the expense of defending such actions, the Company has agreed, pursuant to the terms of the MOU, to make certain supplemental disclosures related to the proposed Merger, all of which are set forth below. The MOU contemplates that the parties will enter into a stipulation of settlement. The stipulation of settlement will be subject to customary conditions, including court approval following notice to the Company's shareholders and court order barring members of the putative class from bringing the claims individually or on behalf of the same putative class. In the event that the parties enter into a stipulation of settlement, a hearing will be scheduled at which the Superior Court of Connecticut will consider the fairness, reasonableness, and adequacy of the settlement. If the settlement is finally approved by the court, it will resolve and release the Defendants from all claims in all actions that were or could have been brought challenging any aspect of the proposed Merger, the Merger Agreement, and any disclosure made in connection therewith, pursuant to terms that will be disclosed to shareholders prior to final approval of the settlement. In addition, in connection with the settlement, the parties contemplate that plaintiffs' counsel in the Cases will file a petition in the Superior Court of Connecticut for an award of attorneys' fees and expenses to be paid by the Company or its successor. The settlement, including the payment by the Company or any successor thereto of any such attorneys' fees, is also contingent upon, among other things, the Merger becoming effective under Connecticut law. There can be no assurance that the Superior Court of Connecticut will approve the settlement contemplated by the MOU or that other litigation will not be commenced in the interim. In the event that the settlement is not approved and such conditions are not satisfied, the Defendants will continue to vigorously defend against the allegations in the Action and Cases, as well as in any other litigation that might be filed. If the Merger is approved by the shareholders and the other conditions to closing are satisfied, it is anticipated that the Merger will be consummated and this will occur prior to any such court approval regarding the settlement.

The settlement will not affect the consideration to be paid to shareholders of the Company in connection with the proposed Merger or the timing of the special meeting of shareholders of the Company to be held on November 17, 2014 at 10:00 a.m. local time, at the Doubletree Hotel located at 789 Connecticut Avenue, Norwalk, Connecticut 06854 to consider and vote upon, among other things, the approval of the Merger Agreement.

SUPPLEMENTAL DISCLOSURES TO DEFINITIVE PROXY STATEMENT

In connection with the settlement of the shareholder lawsuit as described in these Definitive Additional Materials on Schedule 14A, the Company has agreed to make these supplemental disclosures to the Definitive Proxy Statement. This supplemental information should be read in conjunction with the Definitive Proxy Statement, which should be read in its entirety. Defined terms used but not defined herein have the meanings set forth in the Definitive Proxy Statement.

Approval and Adoption of the Merger Agreement—Background of the Merger

The following disclosure supplements the disclosure on page 26 of the Definitive Proxy Statement concerning the Background of the Merger.

Bolt made the decision to enter into an exclusivity agreement without engaging in a formal pre market check because the Board was well aware of the state of the seismic equipment and services industry and believed that Teledyne's all cash offer at a price of $22.00 per share was a competitive offer that required serious consideration and one that might be at risk if the exclusivity requested by Teledyne was declined.

The following disclosure supplements the disclosure on page 27 of the Definitive Proxy Statement concerning the Background of the Merger.

Bolt made the determination to extend the exclusivity period to August 31, 2014 after consideration of the following factors: (i) Teledyne was unwilling to continue negotiations without an exclusivity agreement in place; (ii) Bolt had engaged Johnson Rice & Company LLC as its financial advisor on August 4, 2014 and received preliminary input on the strength of the offer and the likelihood of other potential bidders; and (iii) Bolt needed the informed advice of Johnson Rice in order to continue negotiations with Teledyne on an informed basis.

Approval and Adoption of the Merger Agreement—Opinion of Our Financial Advisor

The following disclosure supplements the discussion at page 34 of the Definitive Proxy Statement in footnote 3 to the table included just after the fourth paragraph of the Selected Companies Analysis in the Opinion of Our Financial Advisor.

Johnson Rice calendarized management's projections so that they could more accurately compare Bolt's projections to other publicly traded companies that operate on a fiscal year ending December 31. All but two of the companies in the Selected Companies Analysis operated on a fiscal year ending December 31. To arrive at calendar year 2014 projections for Bolt, Johnson Rice used the third and fourth quarters from Bolt's 2014 fiscal year and first and second quarters from Bolt's 2015 fiscal year. To arrive at calendar year 2015 projections for Bolt, Johnson Rice used the third and fourth quarters from Bolt's 2015 fiscal year and first and second quarters from Bolt's 2016 fiscal year.

The following disclosure supplements the discussion at page 36 of the Definitive Proxy Statement in the first paragraph of the Discounted Cash Flow Analysis in the Opinion of Our Financial Advisor.

Johnson Rice adjusted management estimates through 2016 and then held them constant, as described in this paragraph based on its knowledge, experience, and expertise in the business and industry. Johnson Rice held management's high, low, and base case estimates constant from years 2016-2018 based on its knowledge of the cyclical energy space and its analysis of the Company's historical results.

The following disclosure supplements the discussion at page 36 of the Definitive Proxy Statement in the second paragraph of the Discounted Cash Flow Analysis in the Opinion of Our Financial Advisor.

Johnson Rice omits taxes from the calculation of free cash flows based on its experience analyzing businesses of this type.

The following disclosure supplements the discussion at page 36 of the Definitive Proxy Statement in the fourth paragraph of the Discounted Cash Flow Analysis in the Opinion of Our Financial Advisor.

Based on its expertise and experience in the industry Johnson Rice chose to use 15% as the cost of capital because it is standard in the industry.

The following disclosure supplements the discussion included at page 40 of the Definitive Proxy Statement in the tables included in the Certain Financial Projections subsection of the Opinion of Our Financial Advisor.

	Projected Fiscal Year Ending June 30,		**Projected Calendar Year Ending December 31,**	
	2014E	**2015E**	**2014E**	**2015E**
Revenue	**$ 67,515**	**$ 65,126**	**$ 56,663**	**$ 74,921**
Net Income	$ 8,148	$ 10,039	$ 5,664	$ 13,431
Fully Diluted Shares	8,749,204	8,749,204	8,749,204	8,749,204
Fully Diluted Earnings per Company Share	$ 0.93	$ 1.15	$ 0.65	$ 1.54
Operating Income	**15,285**	**15,011**	**9,841**	**20,141**
Less: Taxes	(5,354)	(5,172)	(3,382)	(6,919)
Plus: Depreciation	1,650	1,737	1,708	1,732
Plus: Stock Based Compensation	712	755	737	770
Less: Capital Expenditures	(1,000)	(1,000)	(1,000)	(1,000)
Less: Changes in Working Capital	-	-	-	-
Free Cash Flow (1)	**$ 11,293**	**$ 11,331**	**$ 7,904**	**$ 14,723**
EBITDA (2)	**$ 17,647**	**$ 17,503**	**$ 12,286**	**$ 22,643**

	Projected Fiscal Year Ending June 30,		**Projected Calendar Year Ending December 31,**	
	2014E	**2015E**	**2014E**	**2015E**
Net Income	$ 8,148	$ 10,039	$ 5,664	$ 13,431

Depreciation Expense	1,650	1,737	1,708	1,732
Stock Based Compensation	712	755	737	770
Interest Expense	-	-	-	-
Tax Expense	5,354	5,172	3,382	6,919
EBITDA Before Adjustments	**$ 15,864**	**$ 17,703**	**$ 11,491**	**$ 22,853**
Adjustments	1,783	(200)	795	(210)
Adjusted EBITDA	**$ 17,647**	**$ 17,503**	**$ 12,286**	**$ 22,643**

ADDITIONAL INFORMATION AND WHERE TO FIND IT

In connection with the proposed Merger, the Company filed the Definitive Proxy Statement and a form of proxy with the SEC on October 7, 2014 and the Definitive Proxy Statement and a form of proxy were mailed to the shareholders of record as of October 7, 2014, the record date fixed by the Company's board of directors for the special meeting. BEFORE MAKING ANY VOTING DECISION, THE COMPANY'S SHAREHOLDERS ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT CAREFULLY AND IN ITS ENTIRETY BECAUSE THE DEFINITIVE PROXY STATEMENT CONTAINS IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Company's shareholders will be able to obtain, free of charge, a copy of the Definitive Proxy Statement and other relevant documents filed with the SEC from the SEC's web site at http://www.sec.gov. The Company's shareholders will also be able to obtain, free of charge, a copy of the Definitive Proxy Statement and other relevant documents by directing a request by mail or telephone to Bolt Technology Corporation, Attn: Corporate Secretary, Four Duke Place, Norwalk, Connecticut 06854, telephone: (203) 853-0700.

PARTICIPANTS IN SOLICITATION

The Company and its officers, directors and certain other employees may be soliciting proxies from the Company's shareholders in favor of the proposed Merger and may be deemed to be "participants in the solicitation" under the rules of the SEC. Information regarding the Company's directors and executive officers is available in its Form 10-K/A, which was filed with the SEC on October 28, 2014. Shareholders may obtain additional information regarding the direct or indirect interests, by security holdings or otherwise, of the participants in the solicitation, which interests may be different from those of shareholders generally, by reading the Definitive Proxy Statement, which was filed with the SEC on October 7, 2014 and other relevant documents regarding the Merger when filed with the SEC.

Exhibit B

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION AND HEARING ON PROPOSED SETTLEMENT

IF YOU WERE THE RECORD HOLDER AND/OR THE BENEFICIAL OWNER OF BOLT TECHNOLOGY CORPORATION COMMON STOCK AT ANY TIME BETWEEN SEPTEMBER 3, 2014, THROUGH AND INCLUDING NOVEMBER 17, 2014, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION.

The Superior Court, Judicial District of Stamford/Norwalk at Stamford, Connecticut authorized this Notice. This is not a solicitation from a lawyer.

- **Securities and Time Period:** Bolt Technology Corporation ("Bolt") common stock held or beneficially owned at any time during the period beginning September 3, 2014, through and including November 17, 2014.

- **The Lawsuit:** On September 3, 2014, Bolt entered an agreement and plan of merger (the "Merger Agreement") with Teledyne Technologies Incorporated and Lightning Merger Sub, Inc. (collectively, "Teledyne"), which provided that Teledyne would acquire all of the issued and outstanding shares of common stock of Bolt if, *inter alia,* the stockholders of Bolt approved the merger (the "Merger"). The Merger was approved by Bolt stockholders on November 17, 2014. The Settlement resolves litigation over whether Bolt and the Bolt Board of Directors (collectively the "Bolt Defendants" breached their fiduciary duties to the holders of Bolt common stock in connection with the Merger and whether Teledyne aided and abetted any such breach, if such a breach occurred. The Bolt Defendants and Teledyne are collectively referred to as the "Defendants." The class action

lawsuits at issue started with the commencement of the first action on September 10, 2014, by Andrew Post, a Bolt stockholder, in the Superior Court, Judicial District of Stamford/Norwalk at Stamford, Connecticut (the "Connecticut Court") known as *Post v. Bolt Technology Corp., et al.*, FST-CV-14-6023297-S (Conn. Super. Ct. 2014). Two other Bolt shareholders, Shiva Y. Stein and Mark Halstrom (together, with Andrew Post, "Plaintiffs"), filed similar class action lawsuits in the Connecticut Court and all three lawsuits were subsequently consolidated (the "Actions"). The Connecticut Court will determine whether the Settlement should be approved.

- **The Settlement:** The Settlement provides for the disclosure by Bolt of additional information (the "Supplemental Disclosures"), suggested by Plaintiffs, which Bolt filed with the Securities and Exchange Commission in advance of the November 17, 2014, special meeting of Bolt stockholders to vote on the Merger (the "Vote"). A copy of the Supplemental Disclosures is attached hereto as Exhibit A.
- **Attorneys' Fees and Expenses:** The Settlement also provides for payment of Plaintiffs' attorneys' fees and expenses. Plaintiffs will apply to the Connecticut Court for an attorneys' fee award of up to $285,000, which Defendants have agreed not to oppose. The amount of any attorneys' fee award is within the Connecticut Court's discretion and will be set by the Connecticut Court if it approves the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You may choose to do nothing and allow the Connecticut Court to approve or disapprove the Settlement without your input.
OBJECT	You may write to the Connecticut Court if you do not like this Settlement.
GO TO A HEARING	You may ask to speak in Connecticut Court about the fairness of the Settlement.

- These rights and options - ***and the deadlines to exercise them*** - are explained in this Notice.
- The Connecticut Court must decide whether to approve the Settlement.

BASIC INFORMATION

1. The Class

If you were the record holder and/or beneficial owner of shares of Bolt common stock at any time during the period beginning September 3, 2014, through and including November 17, 2014, (the "Class") you have a right to know about a proposed Settlement of a class action lawsuit before the Connecticut Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the proposed Settlement and your legal rights.

2. What Is This Lawsuit About?

Plaintiffs have alleged that Bolt Defendants breached their fiduciary duties to Bolt stockholders in connection with the Merger and Teledyne aided and abetted such alleged breaches. Plaintiffs complained, among other things, that Bolt's board members breached their fiduciary duties by approving the Merger by means of a purportedly unfair process and failed to disclose all material information concerning the Merger to Bolt stockholders, and that Teledyne aided and abetted such alleged breaches. In particular, Plaintiffs asserted that the Bolt Board: (i) should have conducted an auction between Teledyne and a rival bidder and should not have accepted Teledyne's first offer, but rather should have negotiated with Teledyne for a higher bid; (ii) was tainted by conflicts of interest due to the significant Bolt stock holdings of certain officers and directors and change in control payments; (iii) failed to obtain the highest price possible for Bolt's shareholders in light of Bolt's business prospects; and (iv) included allegedly unreasonable "deal

protection devices" including a no-solicitation provision, a "matching rights" clause, and a $7.5 million termination fee, reflecting 4.5% of the entire transaction's value. Plaintiffs also asserted that Defendants breached their fiduciary duties by omitting material information from the proxy solicitation made in connection with the Merger. Plaintiffs sought to stop Defendants from proceeding with the Merger and challenged the terms of the Merger Agreement, including the contemplated Merger consideration, and the omission of information Plaintiffs believed was necessary for Bolt stockholders to make an informed vote on the Merger.

Defendants contend that the allegations are meritless and did not justify a delay in the Merger and deny that they did anything wrong. However, Defendants agreed to make the Supplemental Disclosures in advance of the Vote, without conceding such additional disclosures were necessary or material.

3. Why Is This a Class Action?

In a class action, one or more people or entities called class representatives (in this case Bolt stockholders, Mark Halstrom, Andrew Post, and Shiva Y. Stein) sue on behalf of people and entities who have similar claims. All these people are a class or class members. One court resolves the issues for all class members.

4. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to settle the litigation, thereby avoiding the cost and risks of further litigation and a trial. In November 2014, the parties reached an agreement in principle, expressed in a memorandum of understanding, providing for the Settlement, subject to the Connecticut Court's approval. Before agreeing to the Settlement, Plaintiffs' counsel reviewed numerous documents produced by Defendants. After reaching a settlement in principle, Plaintiffs' counsel conducted depositions of

two individuals, who were involved in the negotiation of the Merger. Based on this investigation, Plaintiffs and their counsel have determined that, in their judgment, the material terms of the Merger, including the Supplemental Disclosures that Bolt made, were fair. Following completion of that discovery, Plaintiffs' counsel determined that the additional disclosures that Defendants agreed to make were sufficient to allow Bolt stockholders to make an informed vote on the Merger, and that such additional disclosures made the acquisition procedurally fair to Bolt's stockholders.

5. How Do I Know if I Am Part of the Settlement?

The Class includes all persons or entities who owned Bolt common stock at any time during the period beginning September 3, 2014, through and including November 17, 2014, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, or any person or entity acting for or on behalf of them (other than Defendants, their immediate family members, or any person over whom any Defendant exercises sole or exclusive control).

THE SETTLEMENT BENEFITS

6. What Does the Settlement Provide?

Plaintiffs alleged that the Merger consideration of $22.00 cash for each share of Bolt common stock was financially unfair to Bolt's stockholders, that Defendants failed to disclose to stockholders certain material information relating to the Merger, and that the Merger was procedurally unfair because, among other things, it was the culmination of a process that was not designed to maximize stockholder value. Defendants have denied and continue to deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs and the putative class. However, to settle the lawsuit, Defendants agreed to make the Supplemental Disclosures attached hereto as Exhibit A, which were filed with the SEC prior to the Vote. Defendants acknowledge that the

filing and prosecution of the Actions and discussions with Plaintiffs' counsel were the primary cause for the Supplemental Disclosures.

7. What Does It Mean to Be Part of the Class?

If you are in the Class, that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties (defined below) in any court or jurisdiction regarding the claims being released in this Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

Pursuant to the proposed Settlement, and upon entry of the Order and Final Judgment, Plaintiffs and all Class Members shall release and forever discharge, and shall forever be enjoined from prosecuting, the Released Parties (defined below) with respect to each and every Released Claim (defined below).

The "Released Parties" include the Defendants and their respective predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, insurers, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them, and each of their predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, insurers, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them (including, without limitation, any investment bankers, accountants, insurers, reinsurers or attorneys and any past, present or future officers, directors, partners and employees of any of them) each of whom will be released from all Released Claims.

"Released Claims" means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, costs, expenses, interest, obligations, judgments, suits, matters and issues of every kind, nature, or description whatsoever, whether known or unknown, contingent or

absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether arising under federal, state, or foreign constitution, statute, regulation, ordinance, contract, tort, common law, equity, or otherwise, that have been, could have been, or in the future can or might be asserted in the Actions or otherwise against the Released Parties that have been, could have been, or in the future can or might be asserted by or on behalf of Plaintiffs or any member of the Class in their capacity as shareholders, related to the Merger, in any forum, including class, derivative, individual, or other claims, whether state, federal, or foreign, common law, statutory, or regulatory, including, without limitation, the Class Claims and claims under the federal securities laws, arising out of, related to, or concerning (i) the allegations contained in the Actions, and the Amended Connecticut Complaint, (ii) the Merger, (iii) the Proxy and any amendments thereto or any other disclosures or filings relating to the Merger, or alleged failure to disclose, with or without scienter, material facts to shareholders in connection with the Merger, (iv) the events leading to, connected to or relating to, the Merger, (v) the negotiations with any person or entity in connection with the Merger, (vi) any agreements relating to the Merger and any action taken in connection with the same, or to effectuate and consummate the Merger, and any compensation or other payments made to any of the Defendants in connection with the Merger, (vii) any alleged aiding and abetting of any of the foregoing, and (viii) any and all conduct by any of the Defendants or any of the other Released Parties arising out of or relating in any way to the negotiation or execution of this Stipulation (collectively, the "Settled Plaintiffs' Claims"); provided, however, that the Settled Plaintiffs' Claims shall not include the right to enforce in the Connecticut Court the terms of the Settlement or the Stipulation.

With respect to any and all Settled Plaintiffs' Claims, the Parties stipulate and agree that the Plaintiffs shall expressly, and each of the Class Members shall be deemed to have, and by

operation of the Order and Final Judgment shall have, waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable, or equivalent in effect to California Civil Code Section 1542 or that would otherwise act to limit the effectiveness or scope of the releases. California Civil Code Section 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

If the proposed Settlement is approved by the Court, all Released Claims will be dismissed on the merits and with prejudice as to all Class Members and all Class Members shall be forever barred from prosecuting a class action or any other action raising any Released Claims against any Released Parties.

THE LAWYERS REPRESENTING YOU

8. Do I Have a Lawyer in This Case?

The law firms of Levi & Korsinsky LLP, Pomerantz LLP, Izard Nobel, and Milberg LLP represent the Class. These lawyers are called Plaintiffs' counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How Will the Lawyers Be Paid?

Plaintiffs' counsel will apply to the Connecticut Court of an attorneys' fee award of up to $285,000, which Defendants have agreed not to oppose. The amount of any fee award is within the Connecticut Court's discretion and will be set by the Connecticut Court if it approves the Settlement. No fees will be awarded to Plaintiffs' counsel if the Settlement is not approved, nor

is the approval of the Settlement itself conditioned on the amount of attorneys' fees (if any) the Connecticut Court decides to award to Plaintiffs' counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Connecticut Court that you do not agree with the Settlement or some part of it.

10. How Do I Tell the Court that I Don't Like the Settlement?

Any Class Member who objects to the Stipulation, the Settlement, the judgment proposed to be entered herein and/or Plaintiffs' counsel's application for an award of attorneys' fees and expenses, or who otherwise wishes to be heard, 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. To do so, however, you must, no later than _____, 20__ (fourteen (14) days before the Settlement Hearing, unless the Connecticut Court otherwise directs, upon application and for good cause shown), file with the Office of the Clerk for the Superior Court, Judicial District of Stamford/Norwalk at Stamford, Connecticut, 123 Hoyt Street, Stamford, Connecticut 06905 the following: (i) a notice of intention to appear; (ii) a statement submitted under penalty of perjury of the number of shares of Bolt common stock you owned between September 3, 2014, and November 17, 2014, including the date(s) of acquisition or disposition of any such stock with proof thereof; (iii) a statement of your specific objections to the Settlement and the judgment to be entered thereon, and/or the application of Plaintiffs' counsel for attorneys' fees and expenses; and (iv) all other documents, writing and other evidence that you desire the Court to consider.

You also must deliver these documents by hand no later than fourteen (14) days before the Settlement Hearing, or send them by first-class mail so that the documents arrive no later than fourteen (14) days before the Settlement Hearing, to each of the following counsel of record:

LEVI & KORSINSKY LLP
733 Summer Street, Suite 304
Stamford, CT 06901
Attn: Shannon L. Hopkins

Counsel for Plaintiffs

POMERANTZ LLP
600 Third Avenue
20th Floor, New York, NY 10016
Attn: Gustavo F. Bruckner

Counsel for Plaintiffs

MILBERG LLP
One Pennsylvania Plaza, 49th Floor,
New York, NY 10119
Attn: Todd Kammerman

Counsel for Plaintiffs

DEFOREST KOSCELNIK YOKITIS & BERARDINELLI
436 Seventh Avenue, 30th Floor
Pittsburgh, PA 15219
Attn: Walter P. DeForest

Counsel for Defendants Teledyne Technologies Incorporated and Lighting Merger Sub, Inc.

MORSE BARNES-BROWN & PENDLETON
230 Third Avenue, 4th Floor
Waltham, MA 02451
Attn: John J. Tumilty

Counsel for Defendants Bolt Technology Corporation, Joseph Espeso, Michael C. Hedger, Stephen F. Ryan, Kevin M. Conlisk, Peter J. Siciliano, Gerald A. Smith, Michael H. Flynn, George R. Kabureck, and Raymond M. Soto

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak if you choose to do so.

11. When and Where Will the Court Decide Whether to Approve the Settlement?

The Connecticut Court will hold a settlement hearing at __:__ __.m., on _____, 20__, at the Superior Court, Judicial District of Stamford/Norwalk at Stamford, Connecticut 123 Hoyt Street, Stamford, Connecticut 06905. At this hearing the Connecticut Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Connecticut Court will consider them. The Connecticut Court will listen to people who have requested to speak at the hearing. The Connecticut Court may also consider an award of attorneys' fees and

reimbursement of expenses to be paid to Plaintiffs' counsel by Teledyne. The Connecticut Court may decide these issues at the hearing or take them under consideration.

GETTING MORE INFORMATION

12. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement entered into as of March 20, 2015. You can get a copy of the Stipulation of Settlement during business hours at the Office of the Clerk for the Superior Court, Judicial District of Stamford/Norwalk at Stamford, Connecticut 123 Hoyt Street, Stamford, Connecticut 06905, or by writing to Shannon Hopkins at Levi & Korsinsky, LLP, 733 Summer Street, Suite 304, Stamford, CT 06901. The Stipulation of Settlement is also available on line at _____.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

SPECIAL NOTICE TO NOMINEES

If you held any shares of Bolt common stock at any time during the period beginning September 3, 2014, through and including November 17, 2014, as nominee for a beneficial owner, then, within fourteen (14) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice by first class mail to all such persons or entities; or (2) provide a list of the names and addresses of such persons or entities to the Notice Administrator:

[insert]

If you choose to mail the Notice yourself, you may obtain from the Notice Administrator (without cost to you) as many additional copies of the documents as you will need to complete the mailing.

BY ORDER OF THE COURT

Dated: _____

_____
The Honorable

4815-1996-8034, v. 1

Notice

Exhibit A

DEFA14A 1 v393612_defa14a.htm DEFINITIVE ADDITIONAL MATERIALS

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

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant o

Check the appropriate box:
¨ Preliminary Proxy Statement
¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
¨ Definitive Proxy Statement
ý Definitive Additional Materials
¨ Soliciting Material Pursuant to §240.14a-12

BOLT TECHNOLOGY CORPORATION
(Name of Registrant as Specified in its Charter)

N/A
(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):
¨ No fee required.
¨ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

ý Fee paid previously with preliminary materials.
¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

BOLT TECHNOLOGY CORPORATION
Four Duke Place
Norwalk, Connecticut 06854

SUPPLEMENT TO THE PROXY STATEMENT FOR
THE SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD NOVEMBER 17, 2014

November 10, 2014

These Definitive Additional Materials amend and supplement the definitive proxy statement dated October 7, 2014 (the "Definitive Proxy Statement"), initially mailed to shareholders on or about October 15, 2014 by Bolt Technology Corporation, a Connecticut corporation ("Bolt" or the "Company"), for a special meeting of shareholders of the Company to be held on November 17, 2014 at 10:00 a.m. local time, at the Doubletree Hotel located at 789 Connecticut Avenue, Norwalk, Connecticut 06854. The purpose of the special meeting is to consider and vote upon, among other things, a proposal to approve and adopt the Agreement and Plan of Merger, dated as of September 3, 2014 (the "Merger Agreement"), by and among Bolt, Teledyne Technologies Incorporated, a Delaware corporation ("Teledyne") and Lightning Merger Sub Inc., a Connecticut corporation and a wholly owned subsidiary of Teledyne ("Merger Sub"), providing for the merger (the "Merger") of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and becoming a wholly owned subsidiary of Teledyne. These Definitive Additional Materials on Schedule 14A are being filed pursuant to a memorandum of understanding regarding the settlement of certain litigation relating to the Merger Agreement.

After careful consideration, the board of directors of the Company has unanimously approved the merger agreement and declared it to be advisable and fair to and in the best interests of the Company and its shareholders. The board of directors of the Company unanimously recommends that all shareholders vote "FOR" the proposal to approve and adopt the Merger Agreement, "FOR" the proposal to approve, by a non-binding advisory vote, the specified compensation arrangements disclosed in the Definitive Proxy Statement that will be payable to Bolt's named executive officers in connection with the consummation of the Merger and "FOR" the proposal to approve the adjournment of the special meeting, if necessary or appropriate in the view of the board of directors, to solicit additional proxies if there are not sufficient votes at the time of the special meeting to approve and adopt the Merger Agreement.

If any shareholders have not already submitted a proxy for use at the special meeting, they are urged to do so promptly. No action in connection with this supplement is required by any shareholder who has previously delivered a proxy and who does not wish to revoke or change that proxy.

If any shareholders have more questions about the Merger or how to submit their proxies or if any shareholder needs additional copies of the proxy statement, this supplement, the proxy card or voting instructions, please call our proxy solicitor Georgeson Inc., toll free at (888) 565-5190.

The information contained herein speaks only as of November 10, 2014 unless the information specifically indicates that another date applies.

PROPOSED SETTLEMENT OF LITIGATION

As previously disclosed on page 47 of the Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission (the "SEC") by the Company on October 7, 2014 (the "Definitive Proxy Statement"), five substantially similar putative class action complaints were filed in the Superior Court of the State of Connecticut naming the Company, the members of the Company's board of directors (except that one complaint did not name, as a defendant, Joseph Espeso), Teledyne, and Merger Sub as defendants (collectively, the "Defendants"). The complaints alleged that the members of the Company's board of directors breached their fiduciary duties to Bolt's shareholders by agreeing to sell Bolt for inadequate and unfair consideration and pursuant to an inadequate and unfair process, and that Teledyne and/or Merger Sub aided and abetted those alleged breaches. Teledyne and/or Merger Sub removed all five cases to Federal Court. On October 23, 2014, amended complaints were filed in four of the cases. In the amended complaints the claims, relief sought, and Defendants remained the same, but after having reviewed the preliminary proxy statement filed by the Company, the plaintiffs added details regarding information that they allege should be disclosed to Company shareholders for them to make a fully informed decision whether to vote in support of the proposed transaction. On October 16, 2014, the court consolidated all of the cases identified above into *Armin Walker v. Bolt Technology Corporation et al.*, C.A. No. 3:14-cv-01406, (the "Action"). On October 31, 2014, one of the five plaintiffs voluntarily dismissed her case, leaving four consolidated cases in the Action. On November 3, 2014, the Federal Court remanded the Action to state court in Connecticut, which also had the effect of returning the cases to four separate cases (the "Cases"). On November 10, 2014, one of the remaining four plaintiffs withdrew his case, leaving a total of three separate Cases.

On November 10, 2014, the Defendants entered into a memorandum of understanding ("MOU") with the plaintiffs in the three pending Cases providing for the settlement of all claims in the Cases. Under the MOU, and subject to court approval and further definitive documentation, the plaintiffs on behalf of the putative class they represent have agreed to settle and release, against the Defendants and their affiliates and agents, all claims in the Action and Cases and any potential claim related to (i) the Merger and/or the Merger Agreement, or any amendment thereto; (ii) the adequacy of the consideration to be paid to the Company's shareholders in connection with the Merger; (iii) the fiduciary obligations of any of the Defendants or other released parties in connection with Merger and/or the Merger Agreement, or any amendment thereto; (iv) the negotiations in connection and process leading to the Merger and/or the Merger Agreement, or any amendment thereto; and (v) the disclosures or disclosure obligations of any of the Defendants or other released parties in connection with the Merger and/or the Merger Agreement.

While the Company believes that no supplemental disclosure is required under applicable laws, in order to avoid the risk of the putative shareholder class actions delaying or adversely affecting the Merger and to minimize the expense of defending such actions, the Company has agreed, pursuant to the terms of the MOU, to make certain supplemental disclosures related to the proposed Merger, all of which are set forth below. The MOU contemplates that the parties will enter into a stipulation of settlement. The stipulation of settlement will be subject to customary conditions, including court approval following notice to the Company's shareholders and court order barring members of the putative class from bringing the claims individually or on behalf of the same putative class. In the event that the parties enter into a stipulation of settlement, a hearing will be scheduled at which the Superior Court of Connecticut will consider the fairness, reasonableness, and adequacy of the settlement. If the settlement is finally approved by the court, it will resolve and release the Defendants from all claims in all actions that were or could have been brought challenging any aspect of the proposed Merger, the Merger Agreement, and any disclosure made in connection therewith, pursuant to terms that will be disclosed to shareholders prior to final approval of the settlement. In addition, in connection with the settlement, the parties contemplate that plaintiffs' counsel in the Cases will file a petition in the Superior Court of Connecticut for an award of attorneys' fees and expenses to be paid by the Company or its successor. The settlement, including the payment by the Company or any successor thereto of any such attorneys' fees, is also contingent upon, among other things, the Merger becoming effective under Connecticut law. There can be no assurance that the Superior Court of Connecticut will approve the settlement contemplated by the MOU or that other litigation will not be commenced in the interim. In the event that the settlement is not approved and such conditions are not satisfied, the Defendants will continue to vigorously defend against the allegations in the Action and Cases, as well as in any other litigation that might be filed. If the Merger is approved by the shareholders and the other conditions to closing are satisfied, it is anticipated that the Merger will be consummated and this will occur prior to any such court approval regarding the settlement.

The settlement will not affect the consideration to be paid to shareholders of the Company in connection with the proposed Merger or the timing of the special meeting of shareholders of the Company to be held on November 17, 2014 at 10:00 a.m. local time, at the Doubletree Hotel located at 789 Connecticut Avenue, Norwalk, Connecticut 06854 to consider and vote upon, among other things, the approval of the Merger Agreement.

SUPPLEMENTAL DISCLOSURES TO DEFINITIVE PROXY STATEMENT

In connection with the settlement of the shareholder lawsuit as described in these Definitive Additional Materials on Schedule 14A, the Company has agreed to make these supplemental disclosures to the Definitive Proxy Statement. This supplemental information should be read in conjunction with the Definitive Proxy Statement, which should be read in its entirety. Defined terms used but not defined herein have the meanings set forth in the Definitive Proxy Statement.

Approval and Adoption of the Merger Agreement—Background of the Merger

The following disclosure supplements the disclosure on page 26 of the Definitive Proxy Statement concerning the Background of the Merger.

Bolt made the decision to enter into an exclusivity agreement without engaging in a formal pre market check because the Board was well aware of the state of the seismic equipment and services industry and believed that Teledyne's all cash offer at a price of $22.00 per share was a competitive offer that required serious consideration and one that might be at risk if the exclusivity requested by Teledyne was declined.

The following disclosure supplements the disclosure on page 27 of the Definitive Proxy Statement concerning the Background of the Merger.

Bolt made the determination to extend the exclusivity period to August 31, 2014 after consideration of the following factors: (i) Teledyne was unwilling to continue negotiations without an exclusivity agreement in place; (ii) Bolt had engaged Johnson Rice & Company LLC as its financial advisor on August 4, 2014 and received preliminary input on the strength of the offer and the likelihood of other potential bidders; and (iii) Bolt needed the informed advice of Johnson Rice in order to continue negotiations with Teledyne on an informed basis.

Approval and Adoption of the Merger Agreement—Opinion of Our Financial Advisor

The following disclosure supplements the discussion at page 34 of the Definitive Proxy Statement in footnote 3 to the table included just after the fourth paragraph of the Selected Companies Analysis in the Opinion of Our Financial Advisor.

Johnson Rice calendarized management's projections so that they could more accurately compare Bolt's projections to other publicly traded companies that operate on a fiscal year ending December 31. All but two of the companies in the Selected Companies Analysis operated on a fiscal year ending December 31. To arrive at calendar year 2014 projections for Bolt, Johnson Rice used the third and fourth quarters from Bolt's 2014 fiscal year and first and second quarters from Bolt's 2015 fiscal year. To arrive at calendar year 2015 projections for Bolt, Johnson Rice used the third and fourth quarters from Bolt's 2015 fiscal year and first and second quarters from Bolt's 2016 fiscal year.

The following disclosure supplements the discussion at page 36 of the Definitive Proxy Statement in the first paragraph of the Discounted Cash Flow Analysis in the Opinion of Our Financial Advisor.

Johnson Rice adjusted management estimates through 2016 and then held them constant, as described in this paragraph based on its knowledge, experience, and expertise in the business and industry. Johnson Rice held management's high, low, and base case estimates constant from years 2016-2018 based on its knowledge of the cyclical energy space and its analysis of the Company's historical results.

The following disclosure supplements the discussion at page 36 of the Definitive Proxy Statement in the second paragraph of the Discounted Cash Flow Analysis in the Opinion of Our Financial Advisor.

Johnson Rice omits taxes from the calculation of free cash flows based on its experience analyzing businesses of this type.

The following disclosure supplements the discussion at page 36 of the Definitive Proxy Statement in the fourth paragraph of the Discounted Cash Flow Analysis in the Opinion of Our Financial Advisor.

Based on its expertise and experience in the industry Johnson Rice chose to use 15% as the cost of capital because it is standard in the industry.

The following disclosure supplements the discussion included at page 40 of the Definitive Proxy Statement in the tables included in the Certain Financial Projections subsection of the Opinion of Our Financial Advisor.

	Projected Fiscal Year Ending June 30,		**Projected Calendar Year Ending December 31,**	
	2014E	**2015E**	**2014E**	**2015E**
Revenue	**$ 67,515**	**$ 65,126**	**$ 56,663**	**$ 74,921**
Net Income	$ 8,148	$ 10,039	$ 5,664	$ 13,431
Fully Diluted Shares	8,749,204	8,749,204	8,749,204	8,749,204
Fully Diluted Earnings per Company Share	$ 0.93	$ 1.15	$ 0.65	$ 1.54
Operating Income	**15,285**	**15,011**	**9,841**	**20,141**
Less: Taxes	(5,354)	(5,172)	(3,382)	(6,919)
Plus: Depreciation	1,650	1,737	1,708	1,732
Plus: Stock Based Compensation	712	755	737	770
Less: Capital Expenditures	(1,000)	(1,000)	(1,000)	(1,000)
Less: Changes in Working Capital	-	-	-	-
Free Cash Flow (1)	**$ 11,293**	**$ 11,331**	**$ 7,904**	**$ 14,723**
EBITDA (2)	**$ 17,647**	**$ 17,503**	**$ 12,286**	**$ 22,643**

	Projected Fiscal Year Ending June 30,		**Projected Calendar Year Ending December 31,**	
	2014E	**2015E**	**2014E**	**2015E**
Net Income	$ 8,148	$ 10,039	$ 5,664	$ 13,431

Depreciation Expense	1,650	1,737	1,708	1,732
Stock Based Compensation	712	755	737	770
Interest Expense	-	-	-	-
Tax Expense	5,354	5,172	3,382	6,919
EBITDA Before Adjustments	**$ 15,864**	**$ 17,703**	**$ 11,491**	**$ 22,853**
Adjustments	1,783	(200)	795	(210)
Adjusted EBITDA	**$ 17,647**	**$ 17,503**	**$ 12,286**	**$ 22,643**

ADDITIONAL INFORMATION AND WHERE TO FIND IT

In connection with the proposed Merger, the Company filed the Definitive Proxy Statement and a form of proxy with the SEC on October 7, 2014 and the Definitive Proxy Statement and a form of proxy were mailed to the shareholders of record as of October 7, 2014, the record date fixed by the Company's board of directors for the special meeting. BEFORE MAKING ANY VOTING DECISION, THE COMPANY'S SHAREHOLDERS ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT CAREFULLY AND IN ITS ENTIRETY BECAUSE THE DEFINITIVE PROXY STATEMENT CONTAINS IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Company's shareholders will be able to obtain, free of charge, a copy of the Definitive Proxy Statement and other relevant documents filed with the SEC from the SEC's web site at http://www.sec.gov. The Company's shareholders will also be able to obtain, free of charge, a copy of the Definitive Proxy Statement and other relevant documents by directing a request by mail or telephone to Bolt Technology Corporation, Attn: Corporate Secretary, Four Duke Place, Norwalk, Connecticut 06854, telephone: (203) 853-0700.

PARTICIPANTS IN SOLICITATION

The Company and its officers, directors and certain other employees may be soliciting proxies from the Company's shareholders in favor of the proposed Merger and may be deemed to be "participants in the solicitation" under the rules of the SEC. Information regarding the Company's directors and executive officers is available in its Form 10-K/A, which was filed with the SEC on October 28, 2014. Shareholders may obtain additional information regarding the direct or indirect interests, by security holdings or otherwise, of the participants in the solicitation, which interests may be different from those of shareholders generally, by reading the Definitive Proxy Statement, which was filed with the SEC on October 7, 2014 and other relevant documents regarding the Merger when filed with the SEC.

Exhibit C

DOCKET NO. FST-CV-14-6023297-S	:	**SUPERIOR COURT**
ANDREW POST, on behalf of himself and all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	

DOCKET NO. FST-CV-14-6023323-S	:	**SUPERIOR COURT**
SHIVA Y. STEIN, on behalf of herself and all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	

DOCKET NO. FST-CV-14-6023441-S	:	**SUPERIOR COURT**
MARK HALSTROM, individually and on behalf of all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	**MARCH __, 2015**

PRELIMINARY APPROVAL ORDER

In accordance with the Parties' Joint Motion for Approval of Class Action Settlement; the Court hereby finds and orders as follows:

1. The Parties have jointly moved for an order approving the settlement of the above-captioned actions (the "Actions"), in accordance with a Stipulation of Settlement dated as of March 20, 2015 (the "Stipulation"), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Actions and for dismissal of the Actions with prejudice upon the terms and conditions set forth therein (the "Settlement").

2. The Court has read and considered the Stipulation and the Exhibits annexed hereto. All defined terms used herein and not otherwise defined shall have the same meanings as set forth in the Stipulation.

3. Pursuant to Practice Book §§ 9-8(1)-(2) and 9-9 (c) (1) (A), the Court certifies, for purposes of effectuating and enforcing this settlement only, a non-opt out Class of all persons who were record or beneficial owners of Bolt Technology Corporation ("Bolt") common stock at any time during the period beginning on September 3, 2014, through and including November 17, 2014, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "Class"). Plaintiffs Andrew Post, Shiva Y. Stein, and Mark Halstrom are conditionally designated as class representatives for the Class and the law firms of Levi & Korsinsky LLP, Pomerantz LLP and Milberg LLP are conditionally designated as Class Counsel for the Class. The Class Claims are preliminarily defined as whether (i) the Individual Defendants breached their fiduciary duties of undivided loyalty or due care with respect to Plaintiffs and the other members of the class; (ii) the Individual Defendants breached their fiduciary duties by failing to secure and obtain the best

price reasonably available under the circumstances for the benefit of Plaintiffs and the other members of the Class; (iii) Teledyne and Merger Sub aided and abetted the Individual Defendants' breaches of fiduciary duty; and (iv) Plaintiffs and the Class would be irreparably harmed should the wrongs complained of not be remedied before the consummation of the Proposed Transaction.

4. After a preliminary review, the Settlement appears to be within a range of fairness, reasonableness, and adequacy that is sufficient to warrant (i) notice thereof as set forth below; and (ii) a full hearing on the Settlement. Accordingly, the Court does hereby preliminarily approve the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

5. A hearing (the "Settlement Hearing") shall be held before this Court on _____, 20__, at ____ p.m. at the Superior Court, Judicial District of Stamford/Norwalk at Stamford, to determine whether (i) the Settlement of the Actions on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; and (ii) a Final Approval Order as provided in the Stipulation should be entered herein.

6. The Court approves, as to form and content, the Notice of Settlement of Class Action (the "Notice"), annexed as Exhibit B to the Stipulation, and finds that the mailing and distribution of the Notice, substantially in the manner and form set forth in ¶¶ 7 and 8 of this Preliminary Approval Order meets the requirements of Practice Book § 9-9 (c) (1) (B) and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

7. Bolt (or its successor(s)-in-interest) shall undertake the administrative responsibility for giving notice to the Class, which may be done using a settlement notice administrator (the "Notice Administrator") to effectuate such notice subject to such supervision

and direction of Bolt, Teledyne Technologies ("Teledyne"), or the Court as may be necessary or as the circumstances require as more fully set forth below. Bolt or its successor(s) shall pay all reasonable costs and expenses in providing the Notice of the Settlement to the Class, with the understanding that such Notice is to be made by U.S. mail.

8. Not later than two weeks after the Preliminary Approval Order is entered, Bolt or its successor(s) or their respective agents shall cause a copy of the Notice, substantially in the form attached as Exhibit B to the Stipulation, to be mailed in accordance with the terms of the Stipulation. The Settlement Hearing shall occur at least sixty (60) days after the mailing of the Notice.

9. At least fourteen (14) calendar days prior to the Settlement Hearing, Bolt or its successor(s) shall cause to be filed with the Court proof, by affidavit or declaration, of such mailing.

10. Nominees, who held Bolt common stock at any time from and including September 3, 2014, through and including November 17, 2014, for the beneficial ownership of another shall mail the Notice to all such beneficial owners of such common stock within fourteen (14) calendar days after receipt thereof or send a list of the names and addresses of such beneficial owners to the Notice Administrator within fourteen (14) calendar days of receipt, in which event the Notice Administrator shall promptly mail the Notice to such beneficial owners.

11. All members of the Class ("Class Members") shall be bound by all determinations and judgments in the Actions concerning the Settlement, whether favorable or unfavorable to the Class.

12. Any Class Member may enter an appearance in the Actions, at their own expense, individually, or through counsel of their own choice. If they do not enter an appearance, they will be represented by Class Counsel.

13. All proceedings in the Actions other than those necessary to effectuate the Settlement shall hereby be stayed until the Effective Date of the Settlement.

14. All Class Members, and any of them, are hereby barred and enjoined from commencing, prosecuting, instigating, litigating, or in any way participating in the commencement, prosecution, or litigation of any action asserting any Released Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Person from the date of this Order until the Effective Date of the Settlement, including any other current or future actions of any kind in any jurisdiction asserting any Released Claim.

15. Any Class Member may appear and show cause, if he, she or it has any reason why the Settlement should or should not be approved as fair, reasonable, and adequate, or why the Final Approval Order should or should not be entered thereon provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the Settlement or, if approved, the Final Approval Order to be entered thereon approving the same, unless that Person has delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs, such that they are received 14 or more days before the Settlement Hearing by: (a) Levi & Korsinksy LLP, 733 Summer Street, Suite 304, Stamford, CT 06901, Attn: Shannon L. Hopkins; (b) Pomerantz LLP, 600 Third Avenue, 20th Floor, New York, NY 10016, Attn: Gustavo F. Bruckner; (c) Milberg LLP, One Pennsylvania Plaza, 49th Floor, New York, NY 10119, Attn: Todd Kammerman; (d) DeForest Koscelnik Yokitis & Berardinelli, 436 Seventh Avenue, 30th Floor, Pittsburgh, PA 15219, Attn: Walter P. DeForest; and (e) Morse Barnes-Brown & Pendleton,

230 Third Avenue, 4th Floor, Waltham, MA 02451, Attn: John J. Tumilty. Any Class Member who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as incorporated in the Stipulation unless otherwise ordered by the Court.

16. All papers including memoranda or briefs in support of the Settlement or the award of attorneys' fees and expenses shall be filed and served twenty one (21) calendar days prior to the deadline for Class Members to object to the Settlement; and reply briefs or other papers supporting the Settlement or attorneys' fees and expenses shall be filed and served seven (7) calendar days before the Settlement Hearing.

17. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in the Released Actions, or of any liability, fault, or wrongdoing of any kind, in this case or in any litigation matter in any jurisdiction.

18. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

Dated this ____ day of _____, 2015

_____

The Honorable

4842-0458-4738, v. 1

Exhibit D

DOCKET NO. FST-CV-14-6023297-S	:	**SUPERIOR COURT**
ANDREW POST, on behalf of himself and all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	

DOCKET NO. FST-CV-14-6023323-S	:	**SUPERIOR COURT**
SHIVA Y. STEIN, on behalf of herself and all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	

DOCKET NO. FST-CV-14-6023441-S	:	**SUPERIOR COURT**
MARK HALSTROM, individually and on behalf of all others similarly situated,	:	
Plaintiff,	:	**JUDICIAL DISTRICT OF STAMFORD/NORWALK**
v.	:	**AT STAMFORD**
BOLT TECHNOLOGY CORPORATION, et al.	:	
Defendants.	:	**MARCH __, 2015**

JUDGMENT

WHEREAS, the above-captioned actions (the "Actions") assert claims for breach of fiduciary duty and aiding and abetting breach of fiduciary duty in connection with the negotiation and approval of the agreement and plan of merger (the "Merger Agreement") among Bolt Technology Corporation ("Bolt") and Teledyne Incorporated and Lightning Merger Sub, Inc. (collectively, "Teledyne"), dated September 3, 2014 (the "Merger Agreement"), which provided that Teledyne would acquire all of the issued and outstanding shares of common stock of Bolt (the "Merger"), as well as Bolt's public disclosures regarding the Merger;

WHEREAS, Defendants have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or engaged in any of the wrongful acts alleged in the Actions;

WHEREAS, a hearing having been held before this Court on _____, 20__ pursuant to the Court's Order of _____ (the "Preliminary Approval Order") upon a Stipulation and Agreement of Settlement dated March 20, 2015 (the "Stipulation"), which is attached hereto and incorporated herein by reference; it appearing that due and adequate notice of said hearing has been given in accordance with the aforesaid Preliminary Approval Order; the respective parties having appeared by their attorneys of record; the Court having heard and considered evidence and argument in support of the proposed Settlement; the attorneys for the respective parties having been heard; an opportunity having been given to all other persons requesting to be heard in accordance with the Preliminary Approval Order; the Court having determined that Notice to the Class (as defined below) certified in the Actions pursuant to the aforesaid Preliminary Approval Order was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED this ___ day of _____ 20__, that:

a. The Stipulation and the exhibits attached thereto are hereby incorporated herein as though fully set forth in this Order. Unless otherwise defined herein, all defined terms shall have the meaning set forth in the Stipulation.

b. The form and manner of Notice given to the members of the Class, as defined below ("Class Members"), is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with the requirements of due process and of Practice Book § 9-9 (c) (1) (B).

c. Based on the record of the Actions, the provisions of Practice Book §§ 9-7 and 9-8(1)-(2) have been satisfied and the Actions have been properly maintained in accordance with such provisions. Specifically, this Court finds that: (i) the Class Members contemplated in the Actions are so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class that predominate over any individual questions; (iii) the claims of the Plaintiffs Andrew Post, Shiva Y. Stein and Mark Halstrom, (the "Plaintiffs") are typical of the claims of the Class; (iv) the Plaintiffs and Plaintiffs' counsel have fairly and adequately represented and protected the interests of the Class; (v) the prosecution of separate actions by Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for the Defendants; and (vi) the Defendants have acted on grounds generally applicable to all Class Members, thereby making final injunctive or declaratory relief appropriate. Plaintiffs are designated as class

representatives for the Class and the law firms of Levi & Korsinsky LLP, Pomerantz LLP and Milberg LLP are designated as Class Counsel for the Class. The Class Claims are defined as whether (i) the Individual Defendants breached their fiduciary duties of undivided loyalty or due care with respect to Plaintiffs and the other members of the class; (ii) the Individual Defendants breached their fiduciary duties by failing to secure and obtain the best price reasonably available under the circumstances for the benefit of Plaintiffs and the other members of the Class; (iii) Teledyne and Merger Sub aided and abetted the Individual Defendants' breaches of fiduciary duty; and (iv) Plaintiffs and the Class would be irreparably harmed should the wrongs complained of not be remedied before the consummation of the Proposed Transaction.

d. The Action is certified as a non-opt-out class action on behalf of all record holders and beneficial owners of Bolt common stock who owned Bolt common stock at any time during the period beginning September 3, 2014, through and including November 17, 2014, including successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, of all such foregoing record holders and/or beneficial owners, immediate and remote, excluding Defendants, their immediate family members, or any person over whom any Defendant exercises sole or exclusive control (the "Class").

e. The Court hereby approves the Stipulation and the Settlement as, in all respects, fair, reasonable and adequate to the Class, and in the best interest of the Class, under Practice Book § 9-9 (c) (1) (C). The parties to the Stipulation are hereby authorized and directed to comply with and to consummate the Settlement in accordance with

its terms and provisions; and the Clerk of Court is directed to enter and docket this Order and Final Judgment (the "Judgment") in the Actions. All objections have been considered by the Court, are found to be without merit, and are hereby overruled.

f. The claims of Plaintiffs and the Class are dismissed against all Defendants without costs (except as otherwise provided in the Stipulation) and with prejudice.

g. Upon entry of this Judgment, any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, costs, expenses, interest, obligations, judgments, suits, matters and issues of every kind, nature, or description whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether arising under federal, state, or foreign constitution, statute, regulation, ordinance, contract, tort, common law, equity, or otherwise, that have been, could have been, or in the future can or might be asserted in the Actions or otherwise against the Released Parties that have been, could have been, or in the future can or might be asserted by or on behalf of Plaintiffs or any member of the Class in their capacity as shareholders, related to the Merger, in any forum, including class, derivative, individual, or other claims, whether state, federal, or foreign, common law, statutory, or regulatory, including, without limitation, the Class Claims and claims under the federal securities laws, arising out of, related to, or concerning (i) the allegations contained in the Actions, and the Amended Connecticut Complaint, (ii) the Merger, (iii) the Proxy and any amendments thereto or any other disclosures or filings relating to the Merger, or

alleged failure to disclose, with or without scienter, material facts to shareholders in connection with the Merger, (iv) the events leading to, connected to or relating to, the Merger, (v) the negotiations with any person or entity in connection with the Merger, (vi) any agreements relating to the Merger and any action taken in connection with the same, or to effectuate and consummate the Merger, and any compensation or other payments made to any of the Defendants in connection with the Merger, (vii) any alleged aiding and abetting of any of the foregoing, and (viii) any and all conduct by any of the Defendants or any of the other Released Parties arising out of or relating in any way to the negotiation or execution of this Stipulation (collectively, the "Settled Plaintiffs' Claims") against each and every Defendant and their respective predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, insurers, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them, and each of their predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, insurers, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them (including, without limitation, any investment bankers, accountants, insurers, reinsurers or attorneys and any past, present or future officers, directors, partners and employees of any of them)(collectively, the "Released Parties"); shall be fully, finally and forever compromised, settled, extinguished, dismissed, discharged and released with prejudice pursuant to the terms and conditions herein,

provided, however, that the Settled Plaintiffs' Claims shall not include the right of any Class member or any of the Defendants to enforce the terms of the Settlement.

h. The Settled Plaintiffs' Claims extend to claims that Plaintiffs, Class Members or Defendants do not know or suspect to exist at the time of the release, which, if known, might have affected the decision to enter into the release or to object or not to object to the Settlement ("Unknown Claims"). Plaintiffs, all Class Members, and Defendants shall be deemed to waive, and shall waive and relinquish to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of Unknown Claims; further, that (i) Plaintiffs, Class Members and Defendants shall be deemed to waive, and shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

i. **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;** (ii) Plaintiffs, all Class Members and Defendants also shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542; and (iii) Plaintiffs, on behalf of the Class, and

Defendants acknowledge that Class Members and Defendants may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is the intention of Plaintiffs, the Class and Defendants to fully, finally and forever settle and release with prejudice any and all Settled Plaintiffs' Claims, including any and all Unknown Claims, whether known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. Plaintiffs acknowledge and Class Members shall be deemed by operation of the entry of a final order and judgment approving the Settlement to have acknowledged that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

j. Plaintiffs, Plaintiffs' counsel and all Class Members, either directly, individually, derivatively, representatively or in any other capacity, are permanently barred and enjoined from instigating, instituting, commencing, asserting, prosecuting, continuing or participating in any way in the maintenance of any of the Settled Plaintiffs' Claims in any court or tribunal of this or any other jurisdiction.

k. Plaintiffs' counsel is awarded attorneys' fees and taxable costs in the amount of $_____ which amount shall be paid pursuant to the terms of the Stipulation. The Court finds this amount to be fair and reasonable.

l. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or

evidence of, the validity or lack thereof of any Settled Plaintiffs' Claim, or of any wrongdoing or liability of the Defendants; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants in any proceeding of any sort in any court, administrative agency or other tribunal, other than in such proceedings as may be necessary to consummate or enforce the Stipulation or the Settlement provided therein, or this Judgment; Defendants may file the Stipulation and/or this Judgment in any action that has been brought or may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction or any theory of claim preclusion or similar defense or counterclaim.

m. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation (including as it may be amended by the parties with approval of the Court), then this Judgment shall be rendered null and void to the extent provided by, and in accordance with, the Stipulation, and this Judgment shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

n. Without affecting the finality of this Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement, including the payment of attorneys' fees and expenses.

IT IS SO ORDERED.

Dated this ____ day of _____, 2015

BY THE COURT:

The Honorable

4820-2380-8802, v. 1