



Court File No.: CV-25-742100-CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE GLUSTEIN)

THURSDAY, THE 21ST
DAY OF MAY, 2026

B E T W E E N:

WARWICK BROWN

Plaintiff

- and -

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Settlement Approval)**

THIS MOTION, made by the Plaintiff, for an Order approving the Settlement Agreement entered into with the Defendant, and dismissing this Action as against the Defendant, was heard May 1, 2026 by judicial videoconference and in person at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7, with Reasons released May 21, 2026.

AND WHEREAS this Court approved the Phase 1 Notice Plan attached as Appendix "D" to the Settlement Agreement by Order dated January 30, 2026;

ON READING the materials filed by the Parties, including the Settlement Agreement between them, dated January 21, 2026 (the "**Settlement Agreement**"), a copy of which is attached to this Order as **Appendix "A"**;

AND ON READING the written objections filed;

AND ON HEARING the submissions of counsel for the Plaintiff and counsel for the Defendant, and the submissions of any objectors;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement and/or Class Counsel Fees has passed;

AND ON BEING ADVISED (1) that the Plaintiff and the Defendant consent to this Order; and (2) that Epiq Class Action Services Canada Inc. ("**Epiq**") consents to continuing as Claims Administrator;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT DECLARES** that the Claims Administrator has completed the dissemination of the Notice of Settlement Approval Hearing in accordance with the Phase 1 Notice Plan;

3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendant in accordance with the terms thereof, and upon each member of the Class who does not validly opt out of this Action, including those persons who are mentally incapable, and

that the requirements of rules 7.04(1) and 7.08 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, are dispensed with in respect of the Action;

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class;

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms and the terms of this Order;

6. **THIS COURT ORDERS** that, upon the Court Approval Date, this Order incorporates and gives effect to the releases in favour of the Releasees provided for in paragraphs 24-26 of the Settlement Agreement;

7. **THIS COURT ORDERS** that neither the Settlement Agreement, including all provisions therein and its Schedules, nor any action taken under the Settlement Agreement, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged in or of the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, including in this Action, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Parties except as may be required to enforce or give effect to the Settlement Agreement;

8. **THIS COURT ORDERS** that Epiq is appointed as Claims Administrator to perform the duties set out in the Settlement Agreement and any other duty as ordered by this Court, or as agreed to in writing by the Parties and Epiq;

9. **THIS COURT ORDERS** that the form and content of the Notice of Approval of Settlement, substantially in the forms attached as **Appendices "B"** and **"C"** to this Order, are hereby approved;

10. **THIS COURT ORDERS** that the Notice of Approval of Settlement be disseminated in accordance with the Phase 2 Notice Plan, a copy of which is attached to this Order as **Appendix "D"**;

11. **THIS COURT DECLARES** that the dissemination of the Notice of Approval of Settlement as set out in the Phase 2 Notice Plan constitutes sufficient notice to all Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

12. **THIS COURT ORDERS** that any Class Member, who has not already opted out of the action, may opt out of this Action by delivering to the Claims Administrator a signed Opt-Out Form, substantially in the form attached to this Order as **Appendix "E"**, on or before the date that is nine (9) months from the Court Approval Date (the **"Second Opt-Out Deadline"**);

13. **THIS COURT ORDERS** that that the Claims Administrator will serve on the parties and file with the Court, within thirty (30) days of the Second Opt-Out Deadline, an affidavit listing all persons who have validly opted out of the Action during the Second Opt-Out Period, if any;

14. **THIS COURT ORDERS** that the Administration Costs and all applicable taxes shall be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement;

15. **THIS COURT ORDERS** that Class Counsel shall and are hereby authorized to provide the Claims Administrator, on an ongoing basis, with the names, mailing addresses, email addresses and telephone numbers of Class Members who have provided a mailing address, email address, or telephone number to Class Counsel, for the purposes of disseminating the Notice of Approval of Settlement and otherwise implementing the Settlement Agreement;

16. **THIS COURT ORDERS** that the disclosure of Class Member information by Class Counsel to the Administrator pursuant to paragraph 15 complies with Class Counsel's obligations under the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 25, and its Schedules;

17. **THIS COURT ORDERS** that all Class Member-specific information provided to the Defendant, Class Counsel, the Claims Administrator, and/or their agent(s) by or about Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Defendant, Class Counsel, the Claims Administrator, and/or their agent(s) pursuant to the applicable privacy laws and solely for the purposes of providing the Notice of Approval of Settlement and administering the Settlement Agreement; and, that the information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Class Member, except in accordance with the Order, the Settlement Agreement, any other order of the Court or by law;

18. **THIS COURT ORDERS** that the Defendant is permitted to deliver any Claimant records that are required to be produced pursuant to the Settlement Agreement, in accordance with rule 30.1.01(3) of the *Rules of Civil Procedure*;

19. **THIS COURT ORDERS** that the form and content of the Claim Form, substantially in the form attached as **Appendix "F"** to this Order, are hereby approved;

20. **THIS COURT ORDERS** that, upon the Court Approval Date, the Action is hereby dismissed as against the Defendant without costs and with prejudice;

21. **THIS COURT ORDERS** that for the purposes of the administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role, and that the Parties acknowledge and attorn to the jurisdiction of this Court for the purposes of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;

22. **THIS COURT ORDERS** that any Party, or the Claims Administrator, may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

23. **THIS COURT ORDERS** that the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement without requiring Court approval;

24. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class;

25. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail; and,

26. **THIS COURT ORDERS** that there shall be no costs of this motion.



The Honourable Justice Glustein

Appendix A - Settlement Agreement

Court File No.: CV-25-7421-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

WARWICK BROWN

Plaintiff

- and -

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

Proceeding under the *Class Proceedings Act, 1992*

SETTLEMENT AGREEMENT

WHEREAS the Plaintiff brought this class action under the *Class Proceedings Act, 1992* for alleged negligence and breach of fiduciary duty in respect of the Defendant's operation and management of the following training schools (the "Training Schools"):

- a) Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys), including the Cold Springs Forestry Camp;
- b) Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph);
- c) Brookside School, Cobourg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys Northumberland, and Ontario Training School for Boys, Cobourg);
- d) Trelawney House, Port Bolster (formerly known as Ontario Training School for

- Girls, Port Bolster Trelawney House);
- e) Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay);
 - f) Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe);
 - g) White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School));
 - h) Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School));
 - i) Cecil Facer School, Sudbury;
 - j) Project DARE-Portage Lake;
 - k) Project DARE-Wendigo Lake; and
 - l) Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre); Reception and Diagnostic Centre, Galt; Reception, Diagnostic Treatment Centre, Galt; and the Reception and Assessment Centre, Oakville);

AND WHEREAS counsel for the parties to this Agreement have conducted a thorough analysis of the claims, and they have also taken into account the extensive burdens and expense of litigation, including the risks of going to trial;

AND WHEREAS in consideration of all of the circumstances that are unique to this class proceeding, including but not limited to the individual claims that have been brought against HMKO to date in relation to the operation of Training Schools in Ontario, and after extensive

arms' length negotiations, both directly and with the assistance of a mediator, the parties to this Agreement wish to settle any and all issues among themselves in any way relating to the Action;

AND WHEREAS after their investigation, the parties and their respective counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable and in the best interests of the Class Members;

NOW THEREFORE the parties to this Agreement agree to settle the issues in dispute in this Action relating to the operation and management of the Training Schools on the following terms and conditions:

DEFINITIONS

1. For the purposes of this Settlement Agreement, the following definitions apply:
 - a) "Action" means the class proceeding in the Superior Court of Justice against His Majesty the King in right of Ontario as Court File No. CV-25-7421-00CP, and certified as a class proceeding by this Court;
 - b) "Administration Costs" means all costs to implement the Notice Plan and to administer and distribute the Settlement Fund including all costs and professional fees of the Claims Administrator, and all applicable taxes;
 - c) "Approval Hearing" means the hearing at the Court to approve the Settlement of the Action;
 - d) "Approval Order" means the Order of the Court approving the Settlement;

- e) “Approved Claims” means Claims assessed by the Claims Administrator pursuant to the Compensation Plan, including Support Reimbursement Claims and, after the conclusion of all Requests for Reconsideration, approved by the Claims Administrator for payment from the Settlement Fund;
- f) “Claim” means a claim made by a Claimant by filing a Claim Form with the Claims Administrator in accordance with the procedure in this Settlement Agreement;
- g) “Claimant” means any Class Member who resided at at least one of the Training Schools during the time periods set out in the Certification Order, who files a Claim Form pursuant to the terms of this Settlement Agreement;
- h) “Claims Administrator” means the persons or entities agreed by the parties or appointed by the Court to administer the Notice Plan and the claims process in accordance with the Compensation Plan;
- i) “Claims Deadline” means midnight on the date that is fifteen (15) months from the Court Approval Date;
- j) “Claims Period” means the time period beginning on the Court Approval Date and ending at midnight on the Claims Deadline;
- k) “Claim Form” means a form for the written claim from a Class Member seeking compensation from the Settlement Fund agreed to by the parties and to be approved by the Court;

- l) “Class” or “Class Members” is defined as per the Certification Order of Justice Newton dated November 30, 2018 (the “Certification Order”), being all persons, who were alive as of December 8, 2015, who resided at any of the Training Schools during the time periods set out in the Certification Order for each Training School, except that it excludes any person who validly opted out of the Action pursuant to that Order or as otherwise approved by the Court;
- m) “Class Counsel” means Koskie Minsky LLP;
- n) “Compensation Plan” means the plan detailing how compensation to Class Members shall be made, attached as Schedule “A” to this Settlement Agreement;
- o) “Court” means the Ontario Superior Court of Justice;
- p) “Court Approval Date” means the later of:
 - i) 31 days after the date on which the Court issues the Approval Order; and
 - ii) The date of disposition of any appeals from the Approval Order or the expiry of any applicable appeal periods if no appeal is initiated;
- q) "CPF Levy" means the Class Proceedings Fund levy applicable to compensation payable to the Class Members pursuant to O. Reg. 771/92, based on the Fixed Settlement Amount, plus any amounts paid to Class Members in respect of Approved Claims over and above the Fixed Settlement Amount;
- r) “HMKO” means His Majesty the King in right of Ontario;

- s) "Honorarium" means an honorarium of up to \$15,000 to be paid to the Plaintiff as approved by the Court;
- t) "Initial Counsel Fees" means an amount awarded to Class Counsel as approved by the Court, to be calculated as a percentage of the Fixed Settlement Amount, plus applicable taxes and disbursements approved for reimbursement by the Court;
- u) "Maximum Settlement Amount" means the maximum amount of \$60,000,000 that HMKO may pay under this Settlement Agreement;
- v) "Mediator" means the Honourable Justice Todd Archibald;
- w) "Fixed Settlement Amount" means the amount of \$54,000,000 that HMKO has agreed to pay under this Settlement Agreement, subject to any reversion of funds to HMKO in accordance with paragraph 13;
- x) "Notice of Approval of Settlement" means the Court approved notice to the Class Members advising that the Court has approved the Settlement and advising of the claims process;
- y) "Notice of Settlement Approval Hearing" means the notice to the Class Members that the proposed Settlement will be considered by the Court, as agreed to by the parties and approved by the Court;
- z) "Notice Plan" means the plan and notices created by agreement of the parties and approved by the Court to disseminate the Notice of Approval of Settlement and Notice of Settlement Approval Hearing to the Class. Any dispute between the parties in reaching an agreement on a Notice Plan shall be referred to the Mediator for mediated assistance;

- aa) "Opt-Out Form" means a document to be completed and delivered by a Class Member to opt out of the Action in a form agreed to by the parties and to be approved by the Court;
- bb) "Releasees" means HMKO and each of its employees, servants, agents, Ministers, members of the Executive Council under the *Executive Council Act*, insurers, representatives and assigns;
- cc) "Second Counsel Fees" means an amount awarded to Class Counsel representing the product of the percentage of the Fixed Settlement Amount approved by the Court as Initial Counsel Fees and the sum total of the funds HMKO must pay above the Fixed Settlement Amount, as calculated in accordance with paragraph 7 below;
- dd) "Second Opt-Out Deadline" means the date that is nine (9) months from the Court Approval Date;
- ee) "Second Opt-Out Period" means the time period from the Court Approval Date to the Second Opt-Out Deadline;
- ff) "Settlement" or "Settlement Agreement" or "Agreement" means this agreement, as executed by the parties or their representatives, including the recitals and attached schedules;
- gg) "Settlement Fund" means the up to \$60,000,000 HMKO has agreed to pay to settle the Action, inclusive of payment of Approved Claims, CPF Levy, the Initial and Second Counsel Fees, Administration Costs, any Honorarium approved by the Court, any approved Support Reimbursement Claims, interest, and all applicable taxes;
- hh) "Support Reimbursement Claim" means a claim delivered by a Claimant for reimbursement for all or part of a fee charged by a doctor, psychologist, social worker,

counsellor, or therapist for the provision of support services provided in relation to the preparation and delivery of a Claim.

NOTICE PLAN COSTS

2. The Notice Plan will provide for Notice of Settlement Approval Hearing and Notice of Approval of Settlement, Opt-Out Form, Claim Form and Support Reimbursement Claim Form, all of which will be mutually agreed upon by the parties and approved by the Court. Any dispute between the parties in reaching an agreement in this respect shall be referred to the Mediator for mediated assistance.
3. The costs of the Notice of Settlement Approval Hearing shall be paid by HMKO up front, and if the Settlement is approved by the Court, shall be deductible from the Settlement Fund in accordance with this Settlement Agreement. For greater clarity, in the event the Settlement is not approved, any Administration Costs paid by HMKO in respect of the Notice of Settlement Approval Hearing incurred up to the date of the Approval Hearing shall not be reimbursed by Class Counsel and/or the Plaintiff.

THE SECOND OPT-OUT PERIOD

4. A Class Member may opt out of the Action by delivering a signed Opt-Out Form to the Claims Administrator by email or mail postmarked no later than the Second Opt-Out Deadline.
5. Within thirty (30) days of the Second Opt-Out Deadline, the Claims Administrator shall serve on the parties an affidavit listing all of the Class Members who validly opted out of the Action during the Second Opt-Out Period.

SETTLEMENT FUND

6. The Settlement Fund will be used to pay the Approved Claims, the CPF Levy, the Initial Counsel Fees, the Second Counsel Fees, any Honorarium approved by the Court, Administration Costs and all applicable taxes, in accordance with this Settlement Agreement in full and final settlement of the Action.
7. The Settlement Fund shall be reduced by \$60,000 for each Class Member who validly opts out of the Action between the Court Approval Date and the Second Opt-Out Deadline by delivering an Opt-Out Form that is accepted by the Claims Administrator, subject to a maximum total reduction of \$6,000,000.
8. The Settlement Fund shall be paid as follows:
 - a) First, to satisfy the Initial Counsel Fees and the Second Counsel Fees in the amounts approved by the Court;
 - b) Second, to pay any Honorarium that is approved by the Court;
 - c) Third, to pay Administration Costs and applicable taxes arising under this Settlement Agreement;
 - d) Fourth, to pay the CPF Levy; and
 - e) The remainder of the Settlement Fund will then be used to compensate Claimants in accordance with the Compensation Plan.
9. From the Settlement Fund, HMKO shall pay:

- a) to Class Counsel, the Initial Counsel Fees as approved by the Court within thirty (30) days of the Court Approval Date or within fourteen (14) days of the Court's approval of the Initial Counsel Fees, whichever is later;
 - b) to the representative plaintiff, any Honorarium that may be approved by the Court within thirty (30) days of the Court Approval Date;
 - c) to Class Counsel, the Second Counsel Fees within forty-five (45) days of the Second Opt-Out Deadline;
 - d) to the Claims Administrator, Administration Costs as the payments become due to implement this Settlement;
 - e) one cheque for payment of the CPF Levy, when calculated and determined; and
 - f) one cheque to the Claims Administrator for the payment of global compensation to all Claimants in accordance with the Compensation Plan when calculated and determined.
10. The Settlement Fund shall accrue interest at the rate of 2% per annum, commencing on the Court Approval Date, forming part of the Settlement Fund, to the date that HMKO delivers final payment of the total Approved Claims amount to the Claims Administrator.
11. The Claims Administrator shall ensure sufficient reserve of the Settlement Fund is maintained in order to satisfy full payment of all Administration Costs and applicable taxes. The Claims Administrator will be mutually agreed upon by the parties and approved by the Court.
12. In the event the Court approves the Settlement of the Action, all Administration Costs incurred to the Court Approval Date shall be paid from the Settlement Fund. The Claims Administrator appointed will account for these costs in this manner.
13. Any amounts remaining in the Settlement Fund after all of the above payments have been made will be returned to HMKO.

14. Under no circumstances will the HMKO pay more than the Maximum Settlement Amount in respect of Approved Claims, the CPF Levy, the Initial Counsel Fees, the Second Counsel Fees, Honorarium, Administration Costs, and all applicable taxes. If the amounts payable from the Settlement Fund are determined to exceed the Maximum Settlement Amount, then the Approved Claims will be reduced *pro rata* to the extent required such that all payments from the Settlement Fund will not, in the aggregate, exceed the Maximum Settlement Amount.
15. The parties acknowledge and agree that compensation received by Class Members pursuant to this Settlement Agreement is compensation for general damages sustained by Class Members and is not compensation for lost income.

RECONCILIATION AND COMMEMORATION

16. Within five days of the Court Approval Date, the parties shall issue a joint press release in the form attached as Schedule “B” to this Agreement containing an acknowledgment by HMKO of the harm experienced by Class Members at the Training Schools.
17. HMKO shall erect a plaque commemorating the history and legacy of the Training Schools, the size and content of which will be agreed to by the parties, at the former site of one of the Training Schools, or at another site to be mutually agreed upon by the parties. The cost of the plaque shall be paid from the Settlement Fund.

COMMUNICATIONS

18. The parties, counsel and representative plaintiff agree that, in the event they are commenting publicly on the Action or this Settlement Agreement, they shall:
- a) Inform the inquirer that the Action has been settled to the satisfaction of all parties;

- b) Inform the inquirer that it is the view of the parties that the settlement of the Action is fair, reasonable and in the best interests of the Class; and
- c) Decline to comment in a manner that casts any party's or their representatives' conduct in the Action in a negative light or reveals anything said during the settlement negotiations.

19. Any dispute over compliance with the agreement on communications or breach of these terms may be referred to the Mediator for mediated assistance.

COURT APPROVAL

20. It is understood and agreed that Court Approval of this Settlement Agreement and Compensation Plan is required.

21. As soon as practical after execution of this Settlement Agreement, the parties shall immediately advise the Court, seek to schedule a motion to approve the Settlement and to seek court approval of the Notice Plan and timing of the dissemination of Notice of Settlement Approval Hearing. The parties shall move before the Court with the greatest dispatch to have the Settlement approved by the Court at the earliest possible opportunity.

22. The parties agree to file motion materials, as necessary, with respect to the motion to approve the Settlement and counsel shall act reasonably and in good faith on the content of such motion materials.

23. Class Counsel shall bring a motion for court approval of their requested Initial Counsel Fees and Second Counsel Fees at the time of Settlement approval or shortly thereafter.

RELEASES

24. On the date of the Second Opt-Out Deadline, each Class Member who has not delivered a valid Opt-Out Form to the Claims Administrator, whether or not he or she submits a claim for compensation or otherwise receives compensation in accordance with the Compensation Plan, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised and forever discharged the Releasees of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising which they may heretofore have had, may now have or may hereafter have whether commenced or not in connection with all claims arising out of the Second Fresh as Amended Statement of Claim with respect to the operation and management of Training Schools ("Released Claims"), except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms hereof. The Second Fresh as Amended Statement of Claim is attached as Schedule "C".
25. On the date of the Second Opt-Out Deadline, each Class Member who has not delivered a valid Opt-Out Form to the Claims Administrator will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, asserting against the Releasees any Released Claims.
26. On the date of the Second Opt-Out Deadline, each Class Member who has not delivered a valid Opt-Out Form to the Claims Administrator will be forever barred and enjoined from commencing, instituting, prosecuting or continuing any action, litigation, investigation or other

proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim over against the Releasees or any of them for contribution, indemnity in common law, or equity, or under the provisions of the *Negligence Act* and the amendments thereto, or under any successor legislation thereto, or under the *Rules of Civil Procedure*, any Released Claims. It is understood and agreed that if such Class Member commences such an action or takes such proceedings, and the Releasees or any of them, are added to such proceeding in any manner whatsoever, whether justified in law or not, such Class Member will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein. This Agreement may be pleaded in the event that any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by such Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Agreement.

27. On the Court Approval Date, Class Counsel undertakes not to commence or advise on any future class proceedings in respect of anything that may have occurred at a Training School up to the Court Approval Date and undertakes not to represent or advise on the claims of any individuals who opted out of the Action in any other action, claim, application, or matter against or involving Training Schools in respect of any claim arising out of the Second Fresh

as Amended Statement of Claim. Nothing in this agreement prevents Class Counsel from assisting with the administration of the Settlement Agreement, informing Class Members of the provisions of the Settlement Agreement or assisting Class members with their Claims under the Settlement Agreement.

NO ADMISSIONS, NO USE

28. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement or its Schedules, or any action taken hereunder, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been or in the future might be asserted in any litigation, Court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any parties except as may be required to enforce or give effect to the Settlement and this Settlement Agreement. For greater clarity, HMKO denies the truth of the allegations in the Action and denies any liability whatsoever.

TERMINATION

29. This Settlement Agreement shall, without notice, be automatically terminated if the Court does not approve this Settlement Agreement. In the event of termination, this Settlement Agreement shall have no further force or effect, save and except for this section, which shall survive termination.

GENERAL

30. This Settlement Agreement shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario.

31. The Court shall retain exclusive and continuing jurisdiction over the parties to resolve any matter that may arise regarding the performance, interpretation, administration, enforcement, or termination of the Settlement Agreement and Compensation Plan.

32. This Settlement Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing, on consent of the parties.

33. This Settlement Agreement may be signed by the parties in counterpart which shall have the same effect and enforceability as a single executed document.

IN WITNESS WHEREOF, each of the parties has caused this Settlement Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of

January 21, 2026.

January 20, 2026
Date

01/21/2026
Date

Date



KOSKIE MINSKY LLP
Counsel for the Plaintiff

Warwick Scott Brown

[Warwick Scott Brown \(Jan 21, 2026 07:40:39 PST\)](#)

Warwick Brown, Representative
Plaintiff



Per: Lisa Brost
Counsel for the Defendant HMKO

Schedule “A” – Compensation Plan

Definitions

1. All defined terms in the Settlement Agreement are applicable to the Compensation Plan. In addition, the following definitions apply in this Schedule:
 - a) “Excluded Claim” means a Claim by an individual:
 - i) who did not attend a Training School during the time periods set out in the Certification Order for each Training School;
 - ii) who has validly opted out of the Action; or
 - iii) who has previously settled claims against HMKO and has executed a release in favour of HMKO, or whose claims against HMKO have been otherwise released, in relation to matters that are the subject of this Action.
 - b) "Compensation Allocation System" means the method of determining the compensation to be allocated to a Track 2 Claimant, if any, as set out in paragraphs 22 to 38, inclusive, of this Compensation Plan.
 - c) "History Cards" means all history cards in HMKO's possession.
 - d) "Productions" means all documents produced by HMKO in this Action pursuant to the *Rules of Civil Procedure*, R.R.O. 190, Reg. 194.
 - e) “Serious Physical Injury” means:
 - i) physical injury that led to hospitalization;
 - ii) permanent or demonstrated long-term physical injury, impairment or disfigurement;
 - iii) broken bones; or
 - iv) a serious but temporary incapacitation such that bed rest or infirmary care of four or more days' duration was required.

f) "Serious Sexual Assault" means non-consensual oral, vaginal or anal penetration.

Claims for Compensation

2. Any Class Member who wishes to claim compensation shall deliver to or otherwise provide the Claims Administrator with a completed Claim Form and all supporting documentation no later than the Claims Deadline or other such date as provided for in this Agreement. If the Claims Administrator does not receive a complete Claim Form from a Class Member by the Claims Deadline, or other such date as provided for in this Agreement then, subject to paragraph 38, the Class Member shall not be eligible for any compensation whatsoever.
3. The Claims Administrator shall review each Claim Form that it receives to confirm that the Claimant did not opt out of the Action or is not otherwise an Excluded Claim. Individuals who opted out of the Action are not eligible for any recovery under the Settlement. As set out in paragraph 39 below, the Claims Administrator shall confirm that the Claimant did not opt out of the Action during the Second Opt-Out Period before making any payment of compensation to such Claimant.
4. A Claimant shall submit one Claim Form that comprises all claims that he or she may have individually at any of the Training Schools. If more than one Claim Form is submitted by a Class Member by the Claims Deadline, the Claims Administrator will treat all claim materials submitted as one Claim Form.
5. If a Class Member is unable to execute a Claim Form due to lack of legal capacity, a Claim Form may be executed by the Public Guardian and Trustee as authorized to act on behalf of the Class Member or other legally recognized guardian.
6. For an individual claiming on behalf of a Class Member or a Class Member's estate, the individual must provide the Claims Administrator with sufficient documentation establishing

legal authority to act on behalf of the Class Member or the Class Member's estate in respect of financial affairs, including:

- a) Certificate of Appointment of Estate Trustee or Small Estate Certificate (previously called Letters Probate or Letters of Administration);
 - b) A copy of the Class Member's will appointing the individual as estate trustee;
 - c) A declaration witnessed by one other person who knew the deceased Class Member personally, affirming that the deceased Class Member did not have a will and that no estate trustee has been appointed by a court, together with proof that the individual was either spouse or kin to the deceased Class Member in a form reasonably acceptable to the Claims Administrator; or
 - d) Any other documentation that is acceptable to the Claims Administrator.
7. If the Claims Administrator is not satisfied that an individual claiming on behalf of a Class Member or Class Member's estate has the legal authority to make the Claim, then that Claim shall be disallowed in its entirety.
8. The Claims Administrator shall review each Claim Form for completeness and shall advise a Claimant, no later than fifteen (15) business days after receipt of the Claim Form, or other such time period as agreed upon by the parties under the circumstances, if their Claim Form is incomplete, and the steps they must take to cure any deficiencies in their Claim Form ("Deficiency Notice"). The Claimant shall deliver a complete Claim Form rectifying any deficiencies in their Claim within the later of (i) thirty (30) days from the date the Deficiency Notice is delivered, or (ii) the Claims Deadline.
9. In the absence of reasonable grounds to the contrary, Claimants shall be assumed to be acting honestly and in good faith. Where a Claim Form contains minor omissions or errors, the Claims

Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available or obvious to the Claims Administrator. The Claims Administrator shall nonetheless require that each Claimant meet the documentary and evidentiary requirements in respect of each Claim.

10. The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible under the Compensation Plan and that the information in the Claim Form is accurate. The Claims Administrator may make inquiries of the Claimant or HMKO in the event of any concerns, ambiguities or inconsistencies in the Claim Form, the Claimant's supporting documents or any documents submitted by HMKO.
11. The Compensation Plan is intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains intentional errors which would materially exaggerate the amount of compensation to be awarded to the Claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate amount of compensation is awarded to the Claimant. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the amount of compensation to be awarded to the Claimant, then the Claims Administrator shall disallow the claim in its entirety.

Training School Records

12. The Class Member's Training Schools records ("TS Records") will not be required to make a claim. While TS Records will not be required to make a claim, it may be that Class Members will wish to obtain a copy of their TS Records in order to support their claim. Any TS Records requests made within four (4) months of the Court Approval Date will be considered a request under the Record Request Process as defined below.

13. The Parties will seek to implement the following system to expedite the processing of requests and the delivery of TS Records during the Claims period herein as follows ("Record Request Process"):
- a) The Parties will jointly seek an Order of the Youth Court permitting delivery of the TS Records substantially in the form attached as Schedule "D" ("Youth Court Order");
 - b) HMKO shall be responsible for the preparation of any motion record and affidavit relating to seeking and obtaining the Youth Court Order. Class Counsel will prepare the factum and make submissions with respect to same. HMKO will consent to this motion;
 - c) The Plaintiff shall not be required to appeal a refusal by the Youth Court to provide the Youth Court Order;
 - d) The Parties will seek permission from the Court in the Approval Order to deliver the TS Records to Class Counsel, the Class Member and representatives of HMKO in accordance with rule 30.1.01(3) of the *Rules of Civil Procedure* ("TS Record Production Order");
 - e) Class Member requests for TS Records pursuant to this Record Request Process must be made to the Claims Administrator by the Claimant or their legal guardian in writing. These requests must be made within four (4) months after the Court Approval Date; and
 - f) If a Class Member requests their TS Records within the timeframe set out in subparagraph (e), HMKO will produce the TS Records to the Class Member (in electronic format) or the Public Guardian and Trustee, if appropriate, in accordance with the TS Record Production Order and the Order of the Youth Court within nine (9) months of the Court Approval Date, on a rolling basis as requests are received and processed. If HMKO does not produce TS Records to a Class Member who makes a timely request under this Record Request Process within nine (9) months of the Court Approval date, the Claims Administrator shall have

discretion to extend such Class Member's time for submitting a Claim Form beyond the Claims Deadline as necessary; and

- g) In the event that the Youth Court Order or the TS Records Production Order are not granted by the respective courts, such records will not be delivered to Class Members under the Settlement.

14. The paragraphs above are not intended to impact any individual's ability to request his/her TS Records under any other legislation outside of this proceeding.

Claim Tracks and Requirements

15. The Claim Form requires the Claimant to provide identifying information and to specify whether they are claiming compensation under Track 1 or Track 2. A Claimant may only seek compensation under one of the two tracks.

16. Class Members who only attended a Training School prior to September 1, 1963 will only be eligible to make claims for compensation under Track 1. They are not eligible to claim compensation under Track 2.

Track 1 Claims

17. Class Members seeking compensation under Track 1 must deliver a Claim Form in which they affirm:

- a) that they are a Class Member;
- b) that they have not previously commenced an individual claim and/or executed a release in favour of HMKO regarding the subject matter of the Action;
- c) that they have not opted out of the Action;

- d) by way of checking a box on the Claim Form, that they experienced harm while a resident of one of the Training Schools during the time periods set out in the Certification Order for each Training School;
- e) the Training School(s) that they attended; and
- f) their best knowledge of the dates or time periods during which they suffered harm while at a Training School.

18. On the first day of each month following the Court Approval Date until the first day of the month following the Claims Deadline, the Claims Administrator shall deliver a list of Track 1 Claimants to HMKO that shall include all of the information provided on the Claim Form delivered by the Track 1 Claimant. Within thirty (30) days of receipt of each such list, HMKO shall review, in the following order, the History Cards, TS Records, the Productions, and then any other relevant record in its possession and advise Class Counsel and the Claims Administrator whether any of the Claims on such list is an Excluded Claim and provide the reason and/or records demonstrating that the Claim is an Excluded Claim, to the extent that such records are available. For clarity, if HMKO locates a History Card confirming a Claimant is not an Excluded Claim, it will have no obligation to review any further records under this section.
19. Within sixty (60) days of HMKO advising a Track 1 Claim is an Excluded Claim following a review of its records, Class Counsel and/or the Claimant may provide the Claims Administrator with information and/or supporting documentation relevant to the Claims Administrator's determination of whether a Track 1 is an Excluded Claim.
20. The Claims Administrator shall review each Track 1 Claim Form, along with any records, information, and/or supporting documentation provided by HMKO, Class Counsel and/or the Claimant and verify whether each Track 1 Claimant is an Excluded Claim. If the Claims

Administrator determines that a Track 1 Claim is an Excluded Claim, the Claims Administrator shall provide written notice to the Claimant of this determination, which shall include the reason that the Claim was found to have been an Excluded Claim (“Notice of Ineligibility”).

21. A Track 1 Claimant who has been determined to be eligible to recover under Track 1 by the Claims Administrator shall be paid \$5,000, subject to the conditions in paragraph 39.

Track 2 Claims

22. Class Members seeking compensation under Track 2 are required to deliver a Claim Form that contains an oath or affirmation (the “Witnessed Declaration”) that is witnessed by:

- a) a lawyer, paralegal, commissioner of oaths, or any other person authorized to commission an affidavit under the law of any province;
- b) a notary public;
- c) where the Claimant is Indigenous, a member of a band council, an elected or hereditary chief, or an elder; or
- d) any other person agreed between the parties or ordered by the Court.

23. The Witnessed Declaration of a Track 2 Claimant must set out, to the best of their knowledge or recollection:

- a) their date of birth, contact information, all names that they may have been known by in their lifetime, time frame of wardship, all Training Schools they resided at during the Class Period and associated time frames of such attendance;
- b) If the Claim is based on placement(s) in dissociation or solitary confinement, details of the circumstances of each placement including:
 - i) the length of time for each placement;

- ii) the approximate date or time of each placement including the length of time between multiple placements (if applicable); and
- c) the time frame of assault(s) that they suffered, including the dates of the assault(s), and/or the Claimant's age range and/or school grade(s) at the time of the assault(s);
- d) the nature of the incident(s) alleged to have been experienced by the Claimant and the basic details of the incident(s) including:
 - i) the type of assault(s) and its timing, frequency and location;
 - ii) the identity of the perpetrator(s) if known;
 - iii) any witnesses to the assault, if any, and;
 - iv) any other pertinent information that the Claimant chooses to include to support their claim.

24. Track 2 Claims shall not be rejected for failing to include all the details listed above, provided there is sufficient information to support the Claim. Track 2 Claimants shall not be required to self-select their claimed level of compensation under the Compensation Allocation System.

25. A Track 2 Claimant may include with their Claim Form any supporting documentation ("Optional Supporting Documentation") that may assist in the Claim Administrator's verification and assessment of the Claim and which could reasonably confirm or otherwise corroborate the information provided in the Claim Form. Documentation supporting that the Claimant attended one or more Training Schools during the Class Period may be presented. No negative inference will be drawn from a Claim Form which does not include Optional Supporting Documentation.

26. The Claims Administrator shall provide a copy of each Claim Form along with any supporting documentation received from a Track 2 Claimant who has not opted out of the Action to HMKO within five (5) business days of receipt of the Claim.
27. Within thirty (30) days of receiving each Track 2 Claim:
- a) HMKO will review in the following order, the History Cards, TS Records, the Productions, and then any other relevant record in its possession and advise the Claims Administrator and Class Counsel whether the Claimant is eligible to make a Track 2 Claim because: (i) the Claimant attended a Training School after September 1, 1963; and (ii) the Claim is not an Excluded Claim. For clarity, if HMKO locates a History Card confirming a Claimant is eligible to make a Track 2 Claim, it will have no obligation to review any further records under this section
 - b) HMKO may, for all Track 2 Claims, submit to the Claims Administrator any responding documentation (without argument or submissions) that HMKO determines in its sole discretion is relevant to the determination of the Track 2 Claim pursuant to the Compensation Allocation System ("Responding Documents") within sixty (60) days of receiving a Track 2 Claim. Any Responding Documents submitted by HMKO to the Claims Administrator shall be copied to the Claimant and Class Counsel at the same time as they are submitted to the Claims Administrator.
28. Within sixty (60) days of HMKO either (i) advising a Claimant is ineligible to make a Track 2 Claim in accordance with paragraph 27(a), or (ii) submitting Responding Documents in accordance with paragraph 27(b), Class Counsel and/or the Claimant may provide the Claims Administrator with information and/or supporting documentation relevant to the Claims Administrator's verification of Track 2 eligibility or in reply to any Responding Documents.

29. The Claims Administrator shall review each Track 2 Claim Form, along with any records, information, and/or supporting documentation provided by HMKO, Class Counsel and/or the Claimant and verify whether each Claimant is eligible to make a Track 2 Claim. If the Claims Administrator determines that a Claimant is ineligible to make a Track 2 Claim, the Claims Administrator shall provide the Track 2 Claimant with a Notice of Ineligibility.

30. Once the Claims Administrator has verified that the Claimant is eligible for Track 2 compensation in accordance with paragraphs 3 and 29 and the Claim Form is complete, the Claims Administrator shall review the Claim Form, any supporting documentation, and the documentation submitted, if any, by HMKO and Class Counsel to determine the compensation level, if any, for which a Claimant is eligible pursuant to the Compensation Allocation System. The Claims Administrator shall make its determination by determining the highest level of harm, if any, that the Claim Form and/or any supporting documentation supports in the following grid:

Level	Categories of Physical and Sexual Assault	Compensation Amount
PA1	<p>One or more physical assaults while the Claimant was at a Training School not causing a Serious Physical Injury, but resulting in an observable injury such as a black eye, bruise or laceration.</p> <p>Placement in dissociation or solitary confinement for 24 or more consecutive hours, on more than one occasion within a 30-day period or for 48 or more hours on any one occasion.</p>	\$7,500
PA2	<p>One or more physical assaults while the Claimant was at a Training School causing a Serious Physical Injury.</p>	\$25,000

SA1	Any non-consensual sexual touching of a Claimant by staff of a Training School that is not a Serious Sexual Assault.	\$15,000
SA2	<ul style="list-style-type: none"> • Repeated non-consensual sexual touching of a Claimant while the Claimant was at a Training School, of the Claimant’s breasts, genitals or buttocks that is not a Serious Sexual Assault; OR • A single non-consensual act of forceable sexual touching to attempt oral, vaginal or anal penetration of a Claimant while the Claimant was at a Training School that is not a Serious Sexual Assault. 	\$50,000
SA3	One or more incidents of Serious Sexual Assault on a Claimant while the Claimant was at a Training School	\$100,000

31. In the event that a Claim Form and/or any supporting documentation supports more than one level of Track 2 compensation, the Claimant shall only receive the value of the highest level of compensation for which the Claim qualifies.

Reimbursement for Support Costs

32. A Track 2 Claimant may deliver a Support Reimbursement Claim to the Claims Administrator at any time before the Claims Deadline. A Support Reimbursement Claim must include a receipt(s) or invoice(s) establishing that the Claimant has paid for and/or incurred the support services delivered in relation to making a Claim. If the Claims Administrator determines that the Claimant is entitled to compensation under Track 2 of this Settlement Agreement, the Claims Administrator may approve the payment of additional compensation to the Claimant in an amount not to exceed \$1,500, for those amounts sought in the Support Reimbursement Claim that the Claims Administrator determines to be reasonable.

Reconsideration

33. The Claims Administrator shall send to the Claimant at the Claimant's postal or email address as indicated in the Claim Form and to Class Counsel, a notice advising the Claimant of the Claims Administrator's decision and that he or she may make a Request for Reconsideration, defined below, to the Claims Administrator.
34. Where a Track 2 Claimant is of the view that the Claims Administrator improperly disallowed or failed to properly assess their Claim under the Compensation Allocation System, the Claimant may make a request for reconsideration of their Claim (a "Request for Reconsideration") to the Claims Administrator. Any Request for Reconsideration must be submitted to the Claims Administrator within sixty (60) days of the date of the notice advising of the Claims Administrator's determination of the Claim, or other such date as determined by the Claims Administrator in applying its discretion under the circumstances. If no Request for Reconsideration is received by the Claims Administrator within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and binding and not subject to further appeal or review by any court or other tribunal.
35. Where a Track 2 Claimant files a timely Request for Reconsideration with the Claims Administrator in accordance with paragraph 34, the Claims Administrator shall advise Class Counsel and HMKO of the request and conduct a review of the Claimant's Request for Reconsideration. Reviews of Requests for Reconsideration shall be conducted by a more senior member of the Claims Administrator's team other than the individual(s) who assessed the Claim at first instance. The Claims Administrator must issue its decision on the Request for

Reconsideration to the Claimant, Class Counsel and HMKO within thirty (30) days of receipt of the Request for Reconsideration.

36. Following its determination on a Request for Reconsideration, the Claims Administrator shall advise the Claimant of its determination of the Request for Reconsideration. In the event the Claims Administrator reverses a disallowance or revises its determination of the amount payable on the Claim, the Claims Administrator shall send the Claimant at the Claimant's postal or email address as indicated in the Claim Form (copied to Class Counsel), a notice specifying the revision to the Claims Administrator's disallowance or decision.
37. The determination of the Claims Administrator in response to a Request for Reconsideration is final and binding and is not subject to further review by or appeal to any court or other tribunal.

Late Claims

38. The Claims Administrator shall consider a Claim Form submitted on a date later than the Claims Deadline if:
- a) the completed Claim Form and all necessary supporting documentation are received by the Claims Administrator within three (3) months after the Claims Deadline;
 - b) the Claimant has provided written reasons for failing to submit the Claim Form by the Claims Deadline and is able to demonstrate that he/she intended to submit the Claim Form before the Claims Deadline; and
 - c) the Claims Administrator is satisfied, based on the written reasons provided by the Claimant, that the Claimant was unable to submit their Claim by the Claims Deadline due to:

- i) disability or effects of trauma impacting the ability to file the claim or supporting documentation by the Claims Deadline;
- ii) lack of notice until after the Claims Deadline;
- iii) the fault or carelessness of a third party;
- iv) time elapsed following a request for supporting documentation from a third party made before the Claims Deadline; or
- v) other exceptional circumstances.

Payments to Approved Claimants

39. As soon as possible after (i) all timely Claim Forms have been processed; (ii) the time to request a reconsideration has expired; and (iii) all Requests for Reconsideration have concluded, the Claims Administrator shall allocate amounts to Track 1 and Track 2 Claimants from the Settlement Fund subject to the following limitations:

- a) There will be no compensation for an Excluded Claim and before making payment, the Claims Administrator will confirm that none of the Claimants who have delivered a Claim Form that has been approved for payment of compensation has opted out of the Action during the Second Opt-Out Period or otherwise; and
- b) If there are not enough funds in the Settlement Fund to compensate all Claimants on the basis of the Compensation Allocation System, the amount of compensation for all Claimants shall be adjusted downward on a *pro rata* basis such that each Claimant receives the proportionate share of the Settlement Fund based on the relative values of their Approved Claim.

40. After the allocation provided for in paragraph 39, the Claims Administrator shall provide to HMKO, Class Counsel and the Class Proceedings Fund a report detailing the global

compensation amount required to satisfy payment of Approved Claims in accordance with paragraph 39 and the amount of the CPF Levy. Upon approval of the Claims Administrator's report by the parties and the Class Proceedings Fund, HMKO shall provide the global compensation amount to the Claims Administrator and the Claims Administrator shall make payment to the Claimants by either cheque or email money transfer, in accordance with each Claimant's election in their Claim Form, within 30 days, and shall provide a copy to Class Counsel. If, for any reason, a Claimant does not cash a cheque or otherwise accept payment within six (6) months after the date of the payment, the Claimant shall forfeit the right to compensation and the funds shall be returned to HMKO. Thirty (30) days prior to the expiry of the six (6) month period described above, the Claims Administrator shall:

- a) Provide Class Counsel with a list of Claimants who have not cashed their cheques or otherwise accepted payment; and
- b) Send the Claimant a further notice, to both email and mailing address provided in their Claim Form or to some other address as advised by the Claimant or Class Counsel, as well as attempt to contact the Claimant by phone, advising the Claimant that they have thirty (30) days to cash their cheque or otherwise accept their payment.

41. Upon the expiry of the six (6) month period described above, the Claims Administrator shall provide an accounting to HMKO of any interest accrued by the Claims Administrator in relation to any monies it has held pending the clearance of expiration of all cheques and direct all interest accrued back to HMKO.

Schedule "B" – Joint Press Release

Social media tags and handles

News release

For immediate release

Settlement agreement reached in Ontario Training Schools class action

[DATE]

Today, the Honourable XXXXXX Minister of YYYYYYYYY, and Warwick (Rick) Brown, court-appointed representative plaintiff, jointly announce that a proposed Settlement Agreement has been reached in the Ontario Training Schools class action.

Over the past three years, while preparing the case for trial, the Government of Ontario and counsel for the plaintiff have also been engaged in mediation to attempt to resolve this litigation. With the signing of this proposed Settlement Agreement, Ontario has agreed to pay up to \$60 million to compensate individuals who suffered harm while living at 13 Ontario Training Schools during the following time periods ("Class members"):

1. Pine Ridge School, Bowmanville between January 1, 1953 and 1979;
2. Cold Springs Forestry Camp between January 1, 1963 and 1976;
3. Hillcrest School, Guelph between January 1, 1953 and 1978;
4. Brookside School, Cobourg between January 1, 1953 and April 2, 1984;
5. Trelawney House, Port Bolster between August 1959 and 1973;
6. Kawartha Lakes School, Lindsay between 1962 and 1979;
7. Glendale School, Simcoe between 1962 and July 30, 1974;
8. White Oaks Village, Hagersville between 1966 and 1978;
9. Sprucedale School, Hagersville between 1966 and April 2, 1984;
10. Cecil Facer School, Sudbury between 1971 and April 2, 1984;
11. Project DARE – Portage Lake between June 1971 and 1976;
12. Project DARE – Wendigo Lake, South River between 1972 and April 2, 1984; and
13. Syl Apps Youth Centre between 1958 and April 2, 1984.

Under the proposed Settlement Agreement, Class members who submit a claim could be eligible for individual compensation of up to \$100,000. The process is designed to be trauma-informed and survivor-centric.

The parties will seek approval of the proposed Settlement Agreement from the Ontario Superior Court of Justice on ●. The Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If approved by the Court, compensation and other benefits will be available to eligible Class members. Class members will have an opportunity to review the proposed Settlement Agreement and provide their comments to the Court. More information on this process and timelines are available at <https://kmlaw.ca/cases/ontario-training-schools/>.

Quotes

"Victims of abuse at Ontario Training Schools were just ordinary kids. They were removed from their families and placed in these schools, where many of them suffered terrible abuse – both physical and sexual. I was about ten years old when I was sent to Brookside Training School. The abuse I suffered there forever altered the course of my life.

I have been involved in this action since 2018. I have been the representative plaintiff since 2022. I am so glad we have finally reached a settlement that will bring this action to an end for all Class members.

I agreed to be the representative plaintiff because I know that so many children suffered in the Training Schools. So many kids left those schools broken. This settlement is about giving those kids a voice. It was extremely important to me that the compensation process be trauma informed. I'm proud of what we achieved with this process. It is survivor centric and user-friendly. It is an extremely streamlined process that does everything possible to avoid retraumatization.

Warwick Brown
Court-appointed Representative Plaintiff

"These schools operated in the 1950s, 60s, 70s and 80s. Any abuse that kids suffered at these schools was wrong. It was wrong then. It is wrong now. We acknowledge and regret the harm that kids experienced in these institutions. One goal of this settlement is to assist former Training Schools residents to move forward with their lives.

This settlement is similar to other settlements regarding historical harms at other institutions. While we cannot change the past, we can compensate victims today and hopefully help them as they heal. Moving forward, we must remain vigilant to ensure that these harms become a relic of the past.

This action was started in 2017; this government is proud to have been able to resolve it fairly."

The Honourable XXXXX
Attorney General of Ontario or Minister of YYYYYY

Quick Facts

- Thousands of Ontario children were sent to Training Schools established and operated by the Government of Ontario between January 1, 1953 to April 2, 1984.
- Filed in 2017 and certified in 2018, *Brown v. Ontario* is a province-wide class action brought on behalf of former residents of the Training Schools.
- In the 1990's, the Government of Ontario reached settlement agreements to compensate survivors of Grandview Training School, the St. Joseph's Training School, and St. John's Training School. Former residents of those Training Schools are not included in this proposed Settlement Agreement.
- Over the past three years, the Government of Ontario and counsel for the plaintiff have been engaged in discussions to resolve this litigation outside of the courts.

Associated links

[Ontario Training Schools Class Action](#)

For more information, media may contact:

[Class Counsel contact info]

[Ontario press contact info]

Schedule "C" – Second Fresh as Amended Statement of Claim

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :



WARWICK BROWN

Plaintiff

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO

Amended this 13th day of May, 2021
pursuant to Rule 26.02(a)

Defendant

Proceedings under the *Class Proceedings Act, 1992*
SECOND FRESH AS AMENDED STATEMENT OF CLAIM

Registrar Superior Court of Justice

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff’s lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

December 8, 2017
Date: ~~May 6, 2021~~
XXXXXXXXXXXX

Issued by Y.Hinterbrandner
Local registrar

Address of
court office

TO: Her Majesty the Queen in Right of the Province of Ontario
Crown Law Office
720 Bay Street
8th Floor
Toronto, ON M7A 2S9

CLAIM

1. The plaintiff claims:
 - (a) an order certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff for the class;
 - (b) a declaration that the defendant was negligent and breached its fiduciary duty to the plaintiff and the class through the establishment, funding, operation, management, administration, supervision and control of:
 - (1) Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys), including the Cold Springs Forestry Camp;
 - (2) Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph);
 - (3) Brookside School, Coburg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys Northumberland, and Ontario Training School for Boys, Coburg);
 - (4) Trelawney House, Port Bolster (formerly known as Ontario Training School for Girls, Port Bolster Trelawney House);
 - (5) Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay);
 - (6) Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe);
 - (7) White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School));
 - (8) Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School));
 - (9) Cecil Facer School, Sudbury;
 - (10) Project DARE – Portage Lake;
 - (11) Project DARE – Wendigo Lake;
 - (12) Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre); Reception and Diagnostic Centre, Galt; Reception, Diagnostic Treatment Centre, Galt; and the Reception and Assessment Centre, Oakville);

(the "**Training Schools**")

- (c) a declaration that the defendant is liable to the plaintiff and the class members for damages caused by its negligence and breach of fiduciary duty in relation to the establishment, funding, operation, management, supervision, and control of the Training Schools;
- (d) a declaration that the defendant is vicariously liable to the plaintiff and the class members for the physical, sexual and psychological abuse by its servants, employees, representatives and agents;
- (e) damages for negligence, breach of fiduciary duty, and vicarious liability in the amount of \$500 million, or such other sum as this Honourable Court may find appropriate;
- (f) punitive damages in the amount of \$100 million or such other sum as this Honourable Court may find appropriate;
- (g) prejudgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1995, c. C. 43, as amended;
- (h) costs of the action on a substantial indemnity basis or in an amount that provides full indemnity;
- (i) pursuant to section 26 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes; and
- (j) such further and other relief as to this Honourable Court may seem just and appropriate in all the circumstances.

A. OVERVIEW

2. The Training Schools were juvenile detention facilities that were established and operated by the defendant Her Majesty the Queen in Right of the Province of Ontario (the "**Crown**"). The children who resided there were vulnerable and powerless and due to the Crown's systemic failure, were subjected to a toxic environment in which physical, sexual, and psychological abuse was widespread.

3. The Training Schools were located in geographically isolated areas. They were overcrowded and understaffed. The staff that was in place was neither qualified nor

appropriately trained. There was an absence of policies and procedures in place in respect of reporting, investigating, and preventing physical, sexual and psychological abuse. Staff discipline was practically non-existent.

4. In consequence, the Training Schools contained a toxic environment in which degrading and humiliating treatment of children in the Crown's care was the norm, physical, sexual, and psychological abuse was rampant, and residents of the Training Schools were systematically denied their dignity and basic human rights.

5. Through the Crown's systemic negligence and breach of fiduciary duty, this improper conduct continued for decades. By providing its servants, employees, representatives and agents with the opportunities to abuse their power over these children in acts directly related to the physical and psychological intimacy inherent in their roles, the Crown is also vicariously liable for the physical, sexual and psychological abuse perpetrated by its servants, employees, agents and representatives on residents of the Training Schools.

B. THE PARTIES

(i) The Plaintiff

6. The plaintiff, Warwick Brown (hereinafter referred to as "**Rick**") is an individual residing in the City of Kitchener, in the Province of Ontario.

7. Rick was born on February 17, 1953.

8. Rick was admitted to Reception Centre for Boys – Bowmanville ("**Reception Centre, Bowmanville**") in or about 1963 at the age of 10 years old.

9. He resided at Reception Centre, Bowmanville for approximately 2 nights before being transferred to Ontario Training School for Boys – Cobourg (Brookside School) ("**Brookside**"). Rick continued to reside at Brookside as a ward of the Crown, for approximately one (1) year.

(ii) The Defendant

10. The defendant, Her Majesty the Queen in right of the Province of Ontario is named in these proceedings pursuant to the provisions of the *Proceedings Against the Crown Act*, R.S.O. 1990, c. P. 27, and the amendments thereto.

11. At all material times, the Crown owned and was responsible for the operation, funding and supervision of the Training Schools.

12. The Crown retained, employed and/or authorized servants, agents, representatives and employees to operate the Training Schools and gave instructions to such servants,

agents, representatives and employees as to the manner in which the Training Schools were to function and operate.

13. The Training Schools were created pursuant to the *The Ontario Training Schools Act, 1931*, S.O. 1931, c. 60 successor legislation (the "**Act**").

14. The Training Schools were under the sole jurisdiction and control of, and were operated by, the Crown.

15. The plaintiff brings this action pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 on his own behalf and on behalf of:

All persons who were alive as at December 8, 2015 who resided at any of the Training Schools between January 1, 1953 and April 2, 1984 during the time periods set out for each facility:

- (1) Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys) between January 1, 1953 and its closure in 1979;
- (2) Cold Springs Forestry Camp between January 1, 1963 and its closure in 1976;
- (3) Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph) between January 1, 1953 and its closure in 1978;
- (4) Brookside School, Coburg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys, Northumberland and Ontario Training School for Boys, Coburg) between January 1, 1953 and April 2, 1984;
- (5) Trelawney House, Port Bolster (formerly known as Ontario Training School for Girls, Port Bolster Trelawney House) between August 1959 and its closure in 1973;
- (6) Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay) between 1962 and its closure in 1979;
- (7) Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe) between 1962 and July 30, 1974;

- (8) White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School)) between 1966 and its removal from the regulations under the training schools legislation in 1978;
- (9) Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School)) between 1966 and April 2, 1984;
- (10) Cecil Facer School, Sudbury between 1971 and April 2, 1984;
- (11) Project DARE – Portage Lake between June 1971 and 1976;
- (12) Project DARE – Wendigo Lake, South River (formerly Project DARE Wendigo Lake) between 1972 and April 2, 1984;
- (13) Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre and the Reception and Assessment Centre, Oakville) between 1958 and April 2, 1984.

C. LEGISLATIVE HISTORY OF THE TRAINING SCHOOLS

16. In 1931, *An Act respecting Training Schools* was enacted by the Crown to establish the Training Schools. The Training Schools were purportedly established to provide boys and girls admitted therein with a mental, moral and vocational education and training with profitable employment.

17. The children admitted to the Training Schools became wards of the Crown.

18. When children were sentenced to reside at the Training Schools, the length of their sentences was indeterminate.

19. The Act permitted members of the Executive Council charged with the administration of the Training Schools to make regulations for care and control of residents of the Training Schools, including for:

- (a) the appointment of superintendents, officers, servants and employees of training schools as may be necessary;

- (b) fixing the age at which and the conditions under which boys and girls may be admitted to a training school and the period during which any boy or girl may be kept at a training school;
- (c) the conditions under which a boy or girl may leave or be discharged from a training school;
- (d) regulating the conduct, discipline, training and education of boys and girls admitted in residents to a training school; and
- (e) the management and direction of the affairs and maintenance of training schools.

20. Finally, the Act established the Ontario Training Schools Board (the "**Board**"), the members of which were appointed by the Lieutenant-Governor in Council and which was an agent of the Crown. The Board was given the responsibility to visit and inspect training schools and to investigate and ascertain the conditions of training schools and the welfare of girls and boys therein with respect to, among other things, their wardship, care, treatment, conduct and discipline.

21. In 1939, the Act was amended to require the Training Schools to be inspected by an officer of the Crown who was given free access to all parts of the Training Schools.

22. The Act was also amended to state the reasons children were admitted to the Training Schools, including any boy or girl under the age of sixteen who:

- (a) was found begging or receiving alms or being in any street or public place for the purpose of begging or receiving alms;
- (b) was found wandering and has not any home or settled place of abode or proper guardianship;
- (c) was found destitute, either being an orphan or having a surviving parent who is undergoing imprisonment;
- (d) was a habitual truant and whose parent or teacher represents that he is unable to control the boy or girl;

- (e) was by reason of the neglect, drunkenness or other vices of his parents suffered to grow up without salutary parental control and education, or in circumstances exposing him, to lead an idle and dissolute life;
- (f) has been accused or found guilty of petty crime; or
- (g) proved unmanageable or incorrigible.

23. In addition to these criteria, the Act provided the following admissions criteria:

- (a) any person under the age of sixteen (16) years that was convicted of an offence punishable by imprisonment may be sent to a Training School; and
- (b) any ward of a children's aid society, or any boy or girl whose parents or guardians consent thereto, and who was, in the opinion of the Minister, in need of training and discipline, could be admitted to a Training School.

24. Finally, discretion was granted to the Minister to make regulations concerning the

Training Schools, including:

- (a) prescribing the powers and duties of the Board;
- (b) prescribing the powers and duties of superintendents, including the control which they may exercise over girls and boys;
- (c) prescribing the vocational education, training and employment to be provided and setting standards of instruction; and
- (d) regarding the management, discipline, government and control of the Training Schools and the maintenance of the buildings, premises and equipment thereof.

25. In 1960, the "incorrigible" criterion was removed from the Training School admissions criteria.

26. In 1965, the Training Schools admission criteria was amended to provide that a judge may order a child under sixteen years of age to be sent to a Training School where:

- (a) the parent or guardian of the child is unable to control the child or to provide for his social, emotional or educational needs;

- (b) the care of the child by any other agency would be insufficient or impracticable; and
- (c) the child needs the training and treatment available at a Training School.

27. In addition, the Act was amended to permit a child between the ages of twelve (12) and sixteen (16) to be sent to a Training School if the child contravened any statute in force in Ontario, which contravention would be punishable by imprisonment if committed by an adult.

28. The Training Schools operated under the auspices of the Ministry of Reform Institutions until 1968, the Ministry of Correctional Services from 1968 until 1977 and the Ministry of Community and Social Services from 1977 to 1984.

29. On April 2, 1984, the Act was repealed and the Training Schools era ended.

D. MISTREATMENT AND ABUSE OF THE CLASS MEMBERS

30. The environment at the Training Schools was one of fear, intimidation and brutality.

31. Every aspect of the Class members' lives was dictated and controlled by the Crown. The Class members' abilities to make choices or have any control over their daily lives were extremely limited or non-existent.

32. Residents who were admitted to the Training Schools were cut off from their families. Residents were not permitted to visit or communicate with their families.

33. Staff members hired by the Crown to work at the Training Schools were not qualified, nor did they receive appropriate training. At all material times staff at the Training Schools were unskilled and unsuitable for dealing with children in their care.

34. Training School staff members did not receive appropriate supervision.

35. The Training Schools facilities were not suitable or appropriate for residential facilities for troubled youth.

36. Children were committed to the Training Schools for indeterminate sentences. So-called "bad behavior", including the reporting of physical, sexual and psychological abuse, served to lengthen Class members' sentences. This institutional barrier caused and contributed to the Training Schools' toxic environment.

37. The Training Schools did not have appropriate procedures for reporting or investigating physical, sexual or psychological abuse. Adequate internal safeguards were not put into place to adequately prevent physical, sexual or psychological abuse of Class members or improve the conditions that led to their abuse.

38. The Crown did not act to prevent or ensure that abuse was reported which was occurring and being perpetrated upon the Class members. The Crown was aware of the Class members' extreme vulnerability and ought to have established appropriate policies and procedures to ensure individuals resided in an inherently safe environment. The Crown failed to do so.

39. Inappropriate, cruel and degrading punishment perpetrated on Class members was a frequent and excessive feature of Training Schools discipline imposed by the staff. For example:

- (a) when staff members accused a Class member of misbehaving, staff members would force other Class members to physically abuse the accused, causing physical injury to the accused and psychological injury to his or her peers;
- (b) staff members themselves regularly physically assaulted Class members both as punishment and for their amusement;
- (c) the blanket treatment was often applied to Class members, whereby a blanket was placed over a resident and that resident was physically abused by staff members and peers;
- (d) lengthy terms in solitary confinement – the "hole" - was frequently used as a form of punishment for Class members, in which Class members were confined, often with their feet shackled and wrists cuffed;
- (e) Class members were not permitted to go to the washroom and instead were forced to soil themselves; and
- (f) Class members were forced to scrub floors with toothbrushes and sleep on the floor.

40. Finally, as detailed below, staff members frequently demanded that Class members engage in sexual acts with them, often for the provision of privileges.

41. At all material times, the Crown had knowledge of its failures in establishing, funding, operating, managing, supervising, and controlling the Training Schools. The Crown failed to reasonably consider or act upon its knowledge of these problems that had been provided to it through its own commissioned reports, residents, family members of Class members and its own professional staff.

42. In addition to failing to provide proper resident care, in all respects, the Crown was also aware of the abuse occurring at the Training Schools, and the conditions that led to

such abuse, yet failed to take any reasonable action to prevent it from continuing or occurring.

43. As a result of the toxic environment arising from systematic breaches, all members of the Class suffered damage.

E. THE PLAINTIFF'S EXPERIENCES AT THE TRAINING SCHOOLS

44. Rick was sent to Reception Centre, Bowmanville before being sent to Brookside for one (1) year at the age of ten (10), pursuant to court order. Rick was not convicted of any crime before being sent to Reception Centre, Bowmanville or Brookside.

45. At Brookside, Rick frequently experienced and witnessed physical abuse by staff members. Rick lived in constant fear that he would face retribution from the staff, either in response to his actions or the actions of another resident.

46. One staff member frequently took residents to the locker room and forced them to stand with their backs to the lockers while holding their arms out in front of their bodies for long periods of time. When Rick and the other children dropped their arms due to the pain of keeping them held up, the staff member would punch them in the stomach.

47. The same staff member also frequently forced residents to stand with their heads in their lockers and their hands behind their backs. The staff member would then quietly pace around the locker room and shove students head first into the lockers.

48. On another occasion, Rick was told to rake leaves outside the front of the school building. While performing this work, the same staff member took the rake and broke the handle over Rick's head, permanently scarring him.

49. Rick suffered a similar assault while waxing the washroom floors of the residence. A staff member came up behind him and kicked his legs out from underneath him causing Rick to fall down and split his knee open to the bone. Rick was sent to the Brookside infirmary. The nurse who treated him did not ask how he was injured. He was later forced to go on a 10-mile march while his knee was still healing, causing him a significant amount of pain.

50. This same staff member assaulted Rick on another occasion as punishment for "horsing around". The staff member took Rick and another resident by their ears to the gymnasium. He put the two boys in separate corners and then repeatedly hit the other resident while Rick watched. The staff member then turned to Rick and punched him in the stomach, sending him flying into the wall. He repeatedly punched Rick over his body and head, and then switched to slapping Rick's ears. After Rick fell onto his side, the staff member kicked him in the stomach and knocked him unconscious.

51. When Rick awoke in the infirmary, he was unable to hear. While his hearing improved over time, he still has scar tissue on his eardrums. The nurse who treated Rick did not ask him how he was injured.

52. Rick also saw staff members physically abusing other residents on a number of occasions. Residents were punched, kicked, and thrown into lockers by staff members. On one occasion, a staff member entered the student dorm around 9:30 or 10:00 p.m. He

approached a child and told him to get out of bed. When he refused, the staff member pulled him out of bed and beat him repeatedly. After the child was carried out of the room, Rick and another resident were told to clean the blood off of the floor.

53. In addition to the physical abuse he sustained while at Brookside, Rick frequently observed staff members placing residents in solitary confinement as punishment for small forms of misbehaviour. On at least one occasion, a resident was sent to solitary confinement for thirty (30) days.

54. Rick never felt safe or secure while he was at Brookside. He lived in a constant state of fear from physical and psychological abuse. Due to this climate of fear, Rick did not feel safe enough to report the abuse he experienced and observed.

55. Rick now suffers from anxiety, depression, and post-traumatic stress disorder. He continues to have nightmares and flashbacks of the abuse he experienced at Brookside.

56. In addition, Rick has difficulty maintaining relationships with family members and friends, and suffers from trust issues with authorities.

G. CAUSES OF ACTION

(i) Negligence

57. The Crown had sole jurisdiction over residents of the Training Schools. The Crown owed a duty of care to the plaintiff and to the Class.

58. At all material times, the Crown was the legal guardian of the plaintiff and the Class, who were wards of the Crown.

59. The Crown accepted control over the plaintiff and the Class. The Crown operated, managed, controlled and ought to have properly supervised the Training Schools.

60. The duty of care is informed by the power imbalance between the Crown and the Class, and in particular, the vulnerability of such children vis-à-vis the Crown. The Crown had exclusive power and influence over these children who were vulnerable and dependent on the Crown for all of their needs, including their sustenance, shelter, and their developmental, educational, and recreational needs.

61. The Crown had direct contact and daily interaction with the plaintiff and the Class.

62. The Crown knew or ought to have known that its servants, employees, agents and representatives were physically and sexually abusing the plaintiff and the Class.

63. The reasonable standard of care expected in the circumstances required the Crown to:

- (a) have in place and follow appropriate standards of conduct, policies and procedures to adequately, properly and effectively staff the Training Schools, including adequate levels of professional staff;
- (b) properly screen, investigate, and vet its servants, employees, agents and representatives' background and character prior to accepting them as servants, employees, agents or representatives of the Training Schools;
- (c) have in place and follow appropriate standards of conduct, policies and procedures to adequately, properly and effectively train its servants, employees, agents and representatives;
- (d) have in place and follow appropriate standards of conduct, policies and procedures to ensure that only qualified servants, employees, agents and representatives are employed, appointed, or otherwise utilized by the Crown;
- (e) have in place and follow appropriate standards of conduct, policies and procedures to adequately, properly and effectively supervise its servants, employees, agents and representatives;

- (f) have in place and follow appropriate standards of conduct, policies and procedures to ensure that the Training Schools were not overcrowded;
- (g) have in place and follow appropriate standards of conduct, policies and procedures to ensure that the Training Schools' facilities were adequately maintained and in suitable condition for residential life;
- (h) have in place and follow appropriate standards of conduct, policies and procedures to ensure that its servants, employees, agents and representatives would not endanger the health or well-being of the plaintiff and the Class;
- (i) have in place and follow appropriate standards of conduct, policies and procedures to prevent physical, sexual or psychological abuse and to investigate and pursue physical, sexual, and psychological abuse allegations against its servants, employees, agents and representatives with due diligence;
- (j) have in place and follow appropriate standards of conduct, policies and procedures to prevent and end physical, sexual or psychological abuse upon learning of a complaint;
- (k) have in place and follow appropriate standards of conduct, policies and procedures to take appropriate disciplinary action, including termination, following incidents of physical, sexual or psychological abuse;
- (l) have in place and follow appropriate standards of conduct, policies and procedures to use reasonable care to ensure the safety, well-being and protection of the plaintiff and the Class;
- (m) have in place and follow appropriate standards of conduct, policies and procedures to provide the plaintiff and the class with a program and system through which abuse would be recognized and reported;
- (n) ensure that the standards of conduct, policies and procedures, and any changes in standards of conduct, policies and procedures were communicated and properly understood throughout the Training Schools, and in particular, to the Crown's servants, employees, agents and representatives;
- (o) ensure that the decision making process concerning the management of incidents of physical, sexual and psychological abuse is consistently applied;
- (p) ensure that the investigative processes concerning incidents of physical, sexual, and psychological abuse is consistently applied; and
- (q) have in place and follow appropriate standards of conduct, policies and procedures to communicate incidents of suspected physical, sexual and psychological abuse and criminal acts against the plaintiff and the Class to the authorities.

64. The Crown breached the standard of care on a class-wide, systemic basis, in the following respects:

- (a) failing to have in place and follow appropriate standards of conduct, policies and procedures to adequately, properly and effectively staff the Training Schools, including adequate levels of professional staff;
- (b) failing to properly screen, investigate, and vet its servants, employees, agents and representatives' background and character prior to accepting them as servants, employees, agents or representatives of the Training Schools;
- (c) failing to have in place and follow appropriate standards of conduct, policies and procedures to adequately, properly and effectively train its servants, employees, agents and representatives;
- (d) failing to have in place and follow appropriate standards of conduct, policies and procedures to ensure that only qualified servants, employees, agents and representatives are employed, appointed, or otherwise utilized by the Crown;
- (e) failing to have in place and follow appropriate standards of conduct, policies and procedures to adequately, properly and effectively supervise its servants, employees, agents and representatives;
- (f) failing to have in place and follow appropriate standards of conduct, policies and procedures to ensure that the Training Schools were not overcrowded;
- (g) failing to have in place and follow appropriate standards of conduct, policies and procedures to ensure that the Training Schools facilities were adequately maintained and in suitable condition for residential life;
- (h) failing to have in place and follow appropriate standards of conduct, policies and procedures to ensure that its servants, employees, agents and representatives would not endanger the health or well-being of the plaintiff and the Class;
- (i) failing to have in place and follow appropriate standards of conduct, policies and procedures to prevent physical, sexual or psychological abuse and to investigate and pursue physical, sexual, and psychological abuse allegations against its servants, employees, agents and representatives with due diligence;
- (j) failing to have in place and follow appropriate standards of conduct, policies and procedures to prevent and end physical, sexual or psychological abuse upon learning of a complaint;

- (k) failing to have in place and follow appropriate standards of conduct, policies and procedures to take appropriate disciplinary action, including termination, following incidents of physical, sexual or psychological abuse;
- (l) failing to have in place and follow appropriate standards of conduct, policies and procedures to use reasonable care to ensure the safety, well-being and protection of the plaintiff and the Class;
- (m) failing to have in place and follow appropriate standards of conduct, policies and procedures to provide the plaintiff and the class with a program and system through which abuse would be recognized and reported;
- (n) failing to ensure that the standards of conduct, policies and procedures, and any changes in standards of conduct, policies and procedures were communicated and properly understood throughout the Training Schools, and in particular, to the Crown's servants, employees, agents and representatives;
- (o) failing to ensure that the decision making process concerning the management of incidents of physical, sexual and psychological abuse is consistently applied;
- (p) failing to ensure that the investigative processes concerning incidents of physical, sexual, and psychological abuse is consistently applied; and
- (q) failing to have in place and follow appropriate standards of conduct, policies and procedures to communicate incidents of suspected physical, sexual and psychological abuse and criminal acts against the plaintiff and the Class to the authorities.

65. At all material times, the Crown had knowledge of these failures.

66. Appropriate internal safeguards were not put into place to adequately prevent or report abuse of the Class or improve the conditions that led to abuse of Class, and adequate steps were not taken to improve the quality of care or living at the Training Schools.

67. The Crown knew or ought to have known that, as a consequence of the above-documented failures, that the plaintiff and the Class would suffer immediate and long-term damages.

68. These damages were not too remote as they were a direct consequence of the Crown's failures.

(ii) Breach of Fiduciary Duty

69. The Crown owed the Class members, as individuals in its sole care and control, a fiduciary duty, which included a duty to care for and protect them and to not put its interests ahead of the interests of the plaintiff and the Class.

70. The Crown created, planned, established, set up, initiated, operated, financed, supervised, controlled, and regulated the Training Schools.

71. All individuals who resided at the Training Schools did so as wards of the Crown, with the Crown as their guardian, and were persons to whom the Crown owed the highest non-delegable, fiduciary, moral, statutory and common law duties, which included, but were not limited to:

- (a) the duty to ensure that reasonable care was taken of the Class members;
- (b) the duty to protect the Class members while at the Training Schools;
- (c) the duty to protect the Class members from intentional torts perpetrated on them while at the Training Schools; and
- (d) the special responsibility to ensure the safety of the Class members while at the Training Schools.

72. Amongst other things, the Crown was solely responsible for:

- (a) decisions, procedures, regulations promulgated, operations and actions taken by the Crown and its servants, employees, representatives and agents;

- (b) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection, and auditing of the Training Schools;
- (c) the promotion of the health, safety and well-being of the plaintiff and the Class members;
- (d) for the care and supervision of all members of the Class while they resided at the Training Schools during the class period and for the supply of all the necessities of life to Class members, *in loco parentis*, during the class period;
- (e) for inspection and supervision of the Training Schools and all activities that took place therein and for full and frank reporting to the Class members' families with respect to conditions at the Training Schools and all activities that took place therein during the class period; and
- (f) for communication with and reporting to the Class members' families with respect to the activities and experiences of Class members while residing at the Training Schools during the Class period.

73. At all material times, the plaintiff and the Class members were entirely and exclusively within the power and control of the Crown or its servants, employees, representatives or its agents, and were subject to the unilateral exercise of the Crown's or its delegate's power or discretion.

74. By virtue of the relationship between the plaintiff and the Class members as children and the Crown, being one of trust, reliance and dependence, the Crown owed a fiduciary obligation to ensure that the plaintiff and the class members were treated in all ways consistent with the obligations of a party standing in *loco parentis* to an individual under his or her care or control.

75. The plaintiff and the class members were entitled to rely and did rely upon the Crown to their detriment to fulfill its fiduciary obligations, the particulars of which include, but are not limited to, those duties set out in paragraph 64, above.

76. At all material times, the Crown owed a fiduciary duty to the plaintiff and the class members to act in the best interests of those individuals and to protect them from physical, sexual and psychological abuse.

77. In failing to give proper consideration and to take reasonable steps to protect the plaintiff and the class members from physical, sexual and psychological abuse, the Crown breached its fiduciary duty on a class-wide and systemic basis by failing to meet its obligations set out in paragraph 65, and by breaching the Class members' trust by putting its own interests ahead of the interests of the plaintiff and the class by ignoring, remaining wilfully blind and permitting the conduct of its servants, employees, agents and representatives in order to avoid trouble, scrutiny and unwanted publicity.

78. By having knowledge of the circumstances of the abuse of Class members and foresight of the consequences of such abuse, the Crown also breached its fiduciary duty by intentionally acting to the detriment of the Class.

(iii) Vicarious Liability

79. The Crown is vicariously liable for the physical, sexual and psychological sexual abuse committed by its servants, employees, agents and representatives to the Class members.

80. By virtue of its quasi-parental, or in *loco parentis*, responsibility for the safety, care and control of residents, the Crown is vicariously liable for the harms perpetrated upon residents by the Crown's servants, employees, representatives and agents.

81. The relationship between the Crown and its servants, employees, agents and representatives was close and direct. The Crown exercised or ought to have exercised control over its employees, agents and representatives including the power of assignment and supervision, the power to remove and the power to discipline them.

82. The Crown's servants, employees, agents and representatives were afforded the opportunity to abuse their power over and to physically, sexually, and psychologically abuse Class members by virtue of their relationship with the Crown:

- (a) they were constantly placed in direct contact with Class members;
- (b) they were provided with opportunities to physically, sexually, and psychologically abuse Class members by virtue of their employment or representation of the Crown;
- (c) the physical, sexual, and psychological abuse committed by the Crown's employees, agents and representatives took place while the Class members were participating in programs or activities required by the Crown;
- (d) they were permitted to be alone with the Class members and supervise them in intimate activities, such as bathing and toileting;
- (e) by virtue of their roles with the Crown, its servants, employees, agents and representatives were conferred with power over Class members, including power to organize, discipline, and train them; and
- (f) by virtue of their power and authority as servants, employees, agents and representatives of the Crown, they were allowed and encouraged to exercise a degree of control over the Class members that was parental in nature.

83. The Crown's servants, employees, agents and representatives' physical, sexual, and psychological abuse was directly related to the friction, confrontation and psychological intimacy inherent in their roles:

- (a) the Crown was responsible for disciplining the Class members;

- (b) the Crown encouraged physical and psychological intimacy between its servants, employees, agents and representatives and the Class members;
- (c) the Crown's servants, employees, agents and representatives and the Class members were in a parent-like and role-model relationship;
- (d) the Crown's servants, employees, agents and representatives taught the plaintiff and the Class members the differences between right and wrong and they represented authority figures to them; and
- (e) this psychological intimacy encouraged the plaintiff and the Class members' submission to the Crown's servants, employees, agents and representatives abuse increased their opportunity to physically, sexually, and psychologically abuse the plaintiff and the Class members.

84. The Crown conferred significant power on its servants, employees, agents and representatives relative to the Class members who were vulnerable to the wrongful exercise of their power, in part because:

- (a) the Class members were children;
- (b) the length of the Class members' detention was indeterminate;
- (c) the Crown required the exercise of power and authority for its own successful operation, and it required and encourages its servants, employees, agents and representatives to stand in a position of respect, which was required for the successful operation of the Training Schools; and
- (d) the Training Schools were located in geographically isolated areas, which enhanced the opportunity for, extent, and frequency of physical, sexual, and psychological abuse remaining unchecked for years.

85. The relationship between the Crown's servants, employees, agents and representatives and the Crown was close and direct. The connection between the Crown's servants, employees, agents and representatives and the Crown created and enhanced the risk of physical, sexual and psychological abuse.

H. DAMAGES SUFFERED BY THE CLASS

86. The Crown knew, or ought to have known, that as a consequence of its negligence, breach of fiduciary duty and vicarious liability, the plaintiff and the Class members would suffer significant physical, mental, emotional, psychological and spiritual harm which would adversely affect their relationships with their families and the community at large.

87. As a result the defendants' negligence, breach of fiduciary duty and vicarious liability, the Class members suffered and continue to suffer damages which include, but are not limited to the following:

- (a) physical consequences such as vaginal and anal lacerations, bleeding, and broken bones and skin;
- (b) emotional and psychological damages;
- (c) exacerbation of mental disability and deprivation of healing opportunities;
- (d) impairment of mental and emotional health and well-being;
- (e) an impaired ability to trust other persons;
- (f) an impaired ability to participate in normal family affairs and relationships;
- (g) alienation from family members;
- (h) depression, anxiety, emotional distress and mental anguish;
- (i) pain and suffering;
- (j) a loss of self-esteem and feelings of humiliation and degradation;
- (k) an impaired ability to obtain and sustain employment, resulting either in lost or reduced income and ongoing loss of income;
- (l) an impaired ability to deal with persons in positions of authority;
- (m) an impaired ability to trust other individuals or to sustain relationships;
- (n) a sense of isolation and separateness from their community;
- (o) a requirement for medical or psychological treatment and counselling;

- (p) an impaired ability to enjoy and participate in recreational, social and employment activities;
- (q) an impaired ability to engage in spiritual communities and beliefs;
- (r) loss of friendship and companionship;
- (s) suicide attempts and suicide;
- (t) alcoholism and drug dependency;
- (u) sexual disorientation; and
- (v) loss of general enjoyment of life.

88. As a result of the injuries referred to above, the Class members have required and will continue to require further medical treatment, rehabilitation, counselling and other care. The plaintiff and other Class members will require future medical care and rehabilitative treatment, or have already required such services, as a result of the Crown's conduct.

I. PUNITIVE DAMAGES

89. The high handed and callous conduct of the Crown warrants the condemnation of this Honourable Court. The Crown conducted its affairs with wanton and callous disregard for the class members' interests, safety and well-being. In all the circumstances, the Crown breached, and continued to breach, their duty of care and fiduciary duty owed to the plaintiff and class members.

90. In these circumstances, the plaintiff and the class request punitive damages to demonstrate to other institutions that such wilfully irresponsible and tortious behaviour will not be tolerated and will act as a deterrent to other institutions in Canada who are

responsible for the physical, developmental, and spiritual well-being and development of youth.

91. This action is commenced pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6

92. Notice of this action pursuant to the *Proceedings Against the Crown Act*, R.S.O. 1990, c. P.27 was provided to the Crown by letter dated July 26, 2017.

93. The trial of the action should take place in the city of Thunder Bay, in the Province of Ontario.

May 6, 2021

KOSKIE MINSKY LLP

20 Queen Street West

Suite 900

PO Box 52

Toronto ON M5H 3R3

Jonathan Ptak LS#: 45773F

Tel: (416) 595-2149 / Fax: (416) 204-2903

Lawyers for the Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Thunder Bay
Proceedings under the *Class Proceedings Act, 1992*

**FRESH AS AMENDED STATEMENT OF
CLAIM**

KOSKIE MINSKY LLP
20 Queen Street West
Suite 900
PO Box 52
Toronto ON M5H 3R3

Jonathan Ptak LS#: 45773F
Tel: (416) 595-2149 / Fax: (416) 204-2903

Lawyers for the Plaintiff

Schedule "D" – Youth Court Order

IN THE YOUTH JUSTICE COURT OF ONTARIO

Sitting under the provisions of the
Youth Criminal Justice Act, SC 2002, c. 1

IN THE MATTER OF an application by Warwick Brown, representative plaintiff in a class action bearing Superior Court File No. CV-25-742100-CP (the "**Class Action**"), on behalf of the members of the class he represents (the "**Class Members**"), for an Order, pursuant to paragraph 119(1)(s) and section 123 of the *Youth Criminal Justice Act*, S.C. 2002, c.1, ("**YCJA**"), for access to, disclosure of and use of records.

AND IN THE MATTER OF certain records retained or prepared pursuant to, or which are otherwise subject to, the *YCJA* or predecessor statutes, specifically section 116 records, relating to members of the above-mentioned Class Action held in the custody and control of the His Majesty the King in Right of the Province of Ontario (the "**HMKO**").

ORDER

WHEREAS, pursuant to the Order of the Ontario Superior Court of Justice dated December 4, 2018 (the "**Certification Order**"), the class represented by the Applicant was certified to include "all persons who were alive as at December 8, 2015 who resided at any of the Training Schools between January 1, 1953 and April 2, 1984 during the time period set out for each facility" (the "**Class**" or "**Class Members**").

AND WHEREAS an application has been made by the Applicant, Warwick Brown, on behalf of the Class Members he represents in the Class Action, for an Order pursuant to paragraphs 119(1)(s) and (6) and section 123 of the *YCJA*, that Class Members, and others as specified in this Order be permitted to have access to, disclosure of and be permitted to use copies of records as defined by subsection 2(1) and kept pursuant to section 116, including records made pursuant to section 34 of the *YCJA* (or any similar records under predecessor legislation), created pursuant to or otherwise subject to the *YCJA* arising from or related to their attendance, detention or residency at any of the Training Schools included in the Certification Order (the "**Records**").

AND WHEREAS an Order is necessary to ensure timely access to the Records for Class Members who wish to rely on them in submitting a claim pursuant to the claims process established pursuant to a proposed settlement reached by the parties in the Class Action ("**Settlement**"), which is subject to the approval of the Superior Court.

AND WHEREAS the representative plaintiff does not have access to this information about himself or other Class Members.

AND WHEREAS I am satisfied that the persons to whom access to these Records would be given have a valid and substantial interest in these Records or are necessary recipients in order to produce Records to the Class Members.

AND WHEREAS I am satisfied that it is desirable and necessary that these Records be made available in the interest of the proper administration of justice.

AND WHEREAS I am informed that these Records will not be used in any public proceeding in the Class Action bearing Ontario Superior Court of Justice Court File No CV-25-742100-CP without further application to this Court.

1. **IT IS ORDERED** that in accordance with the provisions of paragraph 119(1)(s) and (6) and section 123 of the *YCJA*, the Records may be accessed and disclosed to the persons identified in paragraph 3 below, subject to the following conditions:
 - a) this Order is conditional on the Superior Court of Justice approving the Settlement in the Class Action bearing Ontario Superior Court of Justice Court File No CV-25-742100-CP. The Settlement provides a process for the production of the Class Members' respective Records upon request pursuant to the deemed undertaking rule contained in rule 30.1.01(3) of the *Rules of Civil Procedure*. If the proposed Settlement is not approved by the Ontario Superior Court, this Order shall be immediately rendered null and void;
 - b) the Records are to be accessed, disclosed, and copied only for the purpose of permitting Class Members to submit a claim pursuant to the claims process pursuant to the Settlement in the Class Action. This Order shall be placed before the Superior Court of Justice at the settlement approval hearing of the Class Action;
 - c) the Records shall be maintained in conditions of strict confidentiality and shall not be reproduced, disclosed, or published in any way except as provided for in this Order or as authorized under the *YCJA*; and
 - d) within 120 days of the conclusion of the administration process pursuant to the Settlement, if approved by the Superior Court of Justice in this Class Action, the recipients of the Records under this Order, except for class members, shall ensure that all copies of the Records are destroyed.
2. **IT IS FURTHER ORDERED** that in accordance with subsection 123(4) of the *YCJA*, the requirement that the Applicant give notice to the individuals to whom the Records relate is hereby waived.
3. **IT IS FURTHER ORDERED** that the following persons are permitted access, disclosure and may use the Records for the sole purpose of carrying out the terms of the Settlement if approved by the Superior Court:
 - a) each Class Member who requests his or her records for the purpose of making a claim in the claims process prescribed by the Settlement as approved by the Superior Court of

Justice in the Class Action;

- b) the solicitors for the Applicant herein and their employees;
- c) HMKO and its employees, legal representative and insurers;
- d) third party document management service providers retained by either HMKO or Class Counsel; and
- e) the claims administrator as appointed by the Superior Court of Justice in accordance with the Settlement in the Class Action.

4. IT IS FURTHER ORDERED that there will be no costs ordered on this application.

DATE:

Appendix B - Phase 2 Short Form Notice

ONTARIO TRAINING SCHOOLS CLASS ACTION

NOTICE OF SETTLEMENT APPROVAL

Please read this notice carefully – your legal rights may be affected. You might prefer to wait until you are in a safe space before reading further or have someone else to read it for you, as the notice may bring back difficult memories and emotions. ConnexOntario's mental health support line is available 24/7 toll-free at 1-866-531-2600.

This notice is to inform you that the Ontario Superior Court of Justice Settlement has approved a Settlement reached in a class action lawsuit against Ontario relating to harms that individuals suffered while at certain provincially operated Training Schools.

Eligible Class Members can now make claims for compensation from the Settlement. Eligible Class Members who submit a Claim Form may receive up to \$100,000. The deadline to submit a Claim Form is [Claims Deadline].

WHO IS ELIGIBLE TO CLAIM COMPENSATION?

The "Class" or "Class Members" includes all persons who were alive as of December 8, 2015 who resided at any of the following institutions during the time periods set out below (the "Training Schools"):

Training School	Eligible Time Period
Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys)	January 1, 1953 – 1979
Cold Springs Forestry Camp	January 1, 1963 – 1976
Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph)	January 1, 1953 – 1978
Brookside School, Cobourg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys, Northumberland and Ontario Training School for Boys, Cobourg)	January 1, 1953 – April 2, 1984
Trelawney House, Port Bolster (formerly known as Ontario Training School for Girls, Port Bolster Trelawney House)	August 1969 – 1973
Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay)	1962 – 1979
Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe)	1962 – July 30, 1974
White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School))	1966 – 1978
Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School))	1966 – April 2, 1984
Cecil Facer School, Sudbury	1971 – April 2, 1984
Project DARE – Portage Lake	1971 - 1976
Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre); Reception and Diagnostic Centre, Galt; Reception, Diagnostic Treatment Centre, Galt; and the Reception and Assessment Centre, Oakville)	1958 – April 2, 1984

The Class does **not** include persons who resided at: (1) Grandview Training School, (2) St. Joseph's Training School for Boys, (3), St. John's Training School, (4) Ontario Training School for Girls, Toronto; (5) Central Wardship Planning Unit; (6) Elmcrest School; and (7) Champlain School.

WHAT BENEFITS ARE AVAILABLE UNDER THE SETTLEMENT?

There is a settlement fund of up to \$60 million available to pay eligible Class Members as well as certain fees and expenses, including an honorarium for the representative plaintiff and Class Counsel's legal fees in the amounts approved by the Court.

Class Members may be eligible for compensation from the Settlement if they submit a Claim Form before [Claims Deadline]. Estate representatives may also submit Claim Forms on behalf of deceased Class Members who passed away on or after December 8, 2015.

Approved Claims will be awarded compensation of up to \$100,000 depending on the nature of the harm the Class Member experienced at the Training Schools. The Court has appointed a third-party, called the Claims Administrator (Epiq), that will decide all Claims according to a Compensation Plan set out in the Settlement.

As part of the Settlement, Ontario issued a public acknowledgment of harm experienced by Class Members at the Training Schools. You can read the acknowledgment by visiting: [Ontario Newsroom Link].

HOW DO I MAKE A CLAIM?

You must submit a fully completed Claim Form to the Claims Administrator by [Claims Deadline], or else you will not be eligible for any money. To complete the Claim Form online, visit: [Claims Portal]. To obtain a paper or digital copy of the Claim Form, visit www.TrainingSchoolsClassAction.com or contact the Claims Administrator toll-free at 1-877-239-4879 or by email at info@TrainingSchoolsClassAction.com.

CAN I OPT-OUT OF THE SETTLEMENT?

Yes. You may opt out (remove yourself from the lawsuit) by submitting an Opt-Out Form by [Second Opt-Out Deadline]. You can contact the Claims Administrator using the details below to obtain an Opt-Out Form. If you opt out, you will not be able to make a claim for money under the Settlement, but you will be able to commence your own individual lawsuit against Ontario if you wish to do so.

CAN I GET HELP WITH MY CLAIM?

Yes. If you have questions or need help completing your Claim Form, you can contact the Administrator toll-free at 1-877-239-4879 or by email at info@TrainingSchoolsClassAction.com.

You can also get legal assistance from the law firm for the Class Members (Koskie Minsky LLP) at no cost to you. You can contact the law firm toll-free at 1-866-860-9364 or by email at TrainingSchoolsClassAction@kmlaw.ca.

To obtain more information about the Settlement and download a copy of the Claim Form by yourself, please visit www.TrainingSchoolsClassAction.com.

This notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices are unable to answer any questions about the matters in this notice. Please do not contact them.

Appendix C - Phase 2 Long Form Notice

ONTARIO TRAINING SCHOOLS CLASS ACTION NOTICE OF SETTLEMENT APPROVAL

Please read this notice carefully. Your legal rights may be affected. You might prefer to wait until you are in a safe space before reading further or have someone else to read it for you, as the notice may bring back difficult memories and emotions. A mental health support line is available at 1-866-531-2600.

This notice is for all Class Members in the Ontario Training Schools class action. You may be able to claim money in a Settlement that was approved in a class action lawsuit against Ontario (the "Defendant"). **The deadline to make a claim is [Claims Deadline].**

The lawsuit alleges the Defendant is liable for certain harms suffered by residents of Training Schools. The Defendant denies those allegations, and the Court did not decide who was right. The Parties have instead reached a voluntary Settlement, which was approved by the Ontario Superior Court of Justice on [Court Approval Date].

The "**Class**" or "**Class Members**" includes all persons who were alive as of December 8, 2015 who resided at any of the following institutions during the time periods set out below (the "Training Schools"):

1. Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys) between January 1, 1953 and its closure in 1979;
2. Cold Springs Forestry Camp between January 1, 1963 and its closure in 1976;
3. Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph) between January 1, 1953 and its closure in 1978;
4. Brookside School, Cobourg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys, Northumberland and Ontario Training School for Boys, Cobourg) between January 1, 1953 and April 2, 1984;
5. Trelawney House, Port Bolster (formerly known as Ontario Training School for Girls, Port Bolster Trelawney House) between August 1959 and its closure in 1973;
6. Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay) between 1962 and its closure in 1979;
7. Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe) between 1962 and July 30, 1974;
8. White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School) between 1966 and its removal from the regulations under the training schools legislation in 1978;
9. Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School) between 1966 and April 2, 1984;
10. Cecil Facer School, Sudbury between 1971 and April 2, 1984;
11. Project DARE – Portage Lake between June 1971 and 1976;
12. Project DARE – Wendigo Lake, South River (formerly Project DARE Wendigo Lake) between 1972 and April 2, 1984;
13. Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre); Reception and Diagnostic Centre, Galt; Reception, Diagnostic Treatment Centre, Galt; and the Reception and Assessment Centre, Oakville) between 1958 and April 2, 1984.

The Class does **not** include persons who resided at: (1) Grandview Training School, (2) St. Joseph's Training School for Boys, (3), St. John's Training School, (4) Ontario Training School for Girls, Toronto; (5) Central Wardship Planning Unit; (6) Elmcrest School; and (7) Champlain School.

SETTLEMENT BENEFITS

There is a settlement fund of up to \$60 million available to pay eligible Class Members as well as certain fees and expenses, including an honorarium for the representative plaintiff and Class Counsel's legal fees in the amounts approved by the Court. Class Members may be eligible for compensation from the Settlement if they submit a Claim Form before [**Claims Deadline**].

The following compensation and benefits are available for eligible Class Members under the Settlement:

- Compensation of up to \$100,000 for Class Members who experienced certain harms, including physical and sexual assault, placement in solitary confinement, and psychological harm. Individual compensation will vary based on the type and severity of harm suffered.
- No need to provide supporting documentation to make a Claim, subject to certain exceptions.
- Reimbursement for support services incurred in making a Claim up to \$1,500.
- A public acknowledgment by Ontario of harm experienced by Class Members at the Training Schools, which can be found here: [Ontario Newsroom Link].
- A "fast-track" process to request your Training School records from Ontario.

MORE INFORMATION

Please read the rest of this notice for more detailed information about the Settlement, including how to submit a Claim. If you still have questions after reading this notice, visit the Claims Administrator's website at www.TrainingSchoolsClassAction.com or contact the Claims Administrator:

info@TrainingSchoolsClassAction.com / 1-877-239-4879

Training Schools Class Action Administrator
c/o Epiq Class Action Services Canada, Inc.
PO Box 507 Stn B
Ottawa, ON K1P 5P6

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The Class Action

1. What is this lawsuit about?

The lawsuit alleges that Ontario is liable for certain harms suffered by residents of Training Schools. Ontario denies these allegations. The Court did not decide who was right. The Parties have instead reached a voluntary Settlement, which was approved by the Ontario Superior Court of Justice on [Court Approval Date].

2. Who is a Class Member?

The "**Class**" or "**Class Members**" includes all persons who were alive as of December 8, 2015 who resided at any of the following institutions during the time periods set out below (the "Training Schools"):

1. Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys) between January 1, 1953 and its closure in 1979;
2. Cold Springs Forestry Camp between January 1, 1963 and its closure in 1976;
3. Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph) between January 1, 1953 and its closure in 1978;
4. Brookside School, Cobourg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys, Northumberland and Ontario Training School for Boys, Cobourg) between January 1, 1953 and April 2, 1984;
5. Trelawney House, Port Bolster (formerly known as Ontario Training School for Girls, Port Bolster Trelawney House) between August 1959 and its closure in 1973;
6. Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay) between 1962 and its closure in 1979;
7. Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe) between 1962 and July 30, 1974;
8. White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School) between 1966 and its removal from the regulations under the training schools legislation in 1978;
9. Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School) between 1966 and April 2, 1984;
10. Cecil Facer School, Sudbury between 1971 and April 2, 1984;
11. Project DARE – Portage Lake between June 1971 and 1976;
12. Project DARE – Wendigo Lake, South River (formerly Project DARE Wendigo Lake) between 1972 and April 2, 1984;
13. Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre); Reception and Diagnostic Centre, Galt; Reception, Diagnostic Treatment Centre, Galt; and the Reception and Assessment Centre, Oakville) between 1958 and April 2, 1984.

The Class does **not** include persons who resided at: (1) Grandview Training School, (2) St. Joseph's Training School for Boys, (3), St. John's Training School, (4) Ontario Training School for Girls, Toronto; (5) Central Wardship Planning Unit; (6) Elmcrest School; and (7) Champlain School.

The Notice

3. What is the purpose of this notice?

The purpose of this notice is to inform you that the Ontario Superior Court of Justice has approved the Settlement reached in a class action lawsuit against Ontario in relation to its management and operation of the Training Schools.

You might have already received notice that this lawsuit was certified as a class action, or notice about the May 1, 2026 Settlement Approval Hearing. However, this notice is to update you that the Settlement has now been approved by the Court and to let you know how to make a Claim and the deadline for doing so.

4. Was the Settlement approved by the Court?

In a class action, all settlements must be approved by the Court. The Court reviewed the Settlement and determined that it is fair, reasonable and in the best interests of the Class. It approved the Settlement on [insert date]. The court's Reasons for Decision can be found [insert link and how to otherwise obtain]

The Settlement

5. What does the Settlement provide?

Under the Settlement, the Defendant will pay up to \$60 million. This amount includes payments to compensate approved Claimants, as well as certain fees and expenses associated with the Settlement, including Class Counsel's legal fees in the amount approved by the Court, the Class Proceedings Fund Levy (the Class Proceedings Fund provided funding so that this litigation could be pursued), Administration Costs, and an Honorarium for the Representative Plaintiff as approved by the Court.

The Settlement also provides the following benefits for the Class, which are described in more detail below:

- Ontario issued a public acknowledgment of harm experienced by Class Members at the Training Schools (see **Question ●**).
- Reimbursement for support services incurred in making a Claim up to \$1,500 (see **Question ●**).
- A "fast-track" process to request your Training School records from Ontario (see **Question ●**).
- The right to opt out (remove yourself from the lawsuit) if you do not wish to participate in the Settlement and prefer to commence your own individual lawsuit. The opt out deadline is [Second Opt-Out Deadline] (see **Question ●**).

6. How much money can I claim under the Settlement?

The Settlement provides the following types of compensation to Class Members who submit a Claim that is approved by the Claims Administrator. Claimants who qualify for Track 2 compensation may only receive the highest level of compensation for which their Claim qualifies. The maximum amount of compensation available under the Settlement is \$100,000.

Who is Eligible	Possible Award Amount ¹
Track 1 – General Harm Payment	
All Eligible Claimants who experienced harm at any of the Training Schools.	\$5,000
Track 2 – Compensation for Physical and Sexual Harm, and Solitary Confinement²	
One or more physical assaults resulting in an observable injury such as a black eye, bruise or laceration; or Placement in dissociation or solitary confinement for 24 or more consecutive hours, on more than one occasion within a 30-day period or for 48 or more hours on any one occasion.	\$7,500
One or more physical assaults causing a Serious Physical Injury. ³	\$25,000
Non-consensual sexual touching by staff that is not a Serious Sexual Assault. ⁴	\$15,000
Repeated non-consensual sexual touching of breasts, genitals or buttocks that is not a Serious Sexual Assault; or A single non-consensual act of forceable sexual touching to attempt oral, vaginal or anal penetration that is not a Serious Sexual Assault.	\$50,000
One or more incidents of Serious Sexual Assault.	\$100,000

7. Did Ontario issue a public acknowledgment?

As part of the Settlement, Ontario issued a public acknowledgment of harm experienced by Class Members at the Training Schools. You can read the acknowledgment by visiting: [Ontario Newsroom Link].

¹ All awards will be subject to *pro rata* reductions, if necessary.

² Class members who only attended a Training School prior to September 1, 1963 may only seek compensation under Track 1.

³ "Serious Physical Injury" means physical injury that led to (a) hospitalization; (b) permanent or demonstrated long-term physical injury, impairment or disfigurement; (c) broken bones; or (d) a serious but temporary incapacitation such that bed rest or infirmary care of four or more days' duration was required.

⁴ "Serious Sexual Assault" means non-consensual oral, vaginal or anal penetration.

Participating in the Settlement

Class Members can participate in the Settlement by making a Claim.

The period for making a Claim runs until [Claims Deadline]. During that period, you may make a Claim by filling out the Claim Form and submitting it to the Claims Administrator online, by mail, or by email, on or before [Claims Deadline].

8. Am I eligible for compensation?

If you are a Class Member, you must submit a fully completed Claim Form before [Claims Deadline]. The Claims Administrator will review your Claim Form and determine if you are eligible for compensation according to the procedures and criteria set out in the Settlement.

You will **not** be eligible for compensation if you previously commenced an individual claim against Ontario regarding your time at a Training School and/or executed a release of your claims against Ontario, **or** previously opted yourself out (excluded yourself) from this class action, **or** if you decide to opt out of this class action on or before [Second-Opt Out Deadline].

9. How do I make a Claim?

To be eligible to receive money from the Settlement, you must make a Claim by following these steps:

- A. Get the Claim Form:** download a PDF copy from www.TrainingSchoolsClassAction.com, request a paper copy from the Claims Administrator, or complete the Claim Form online at [Claims Portal]
- B. Fully complete the Claim Form:** if you need help, you can contact the Claims Administrator or Class Counsel.
- C. If you are submitting a Claim Form for someone else:** get the required supporting documentation, including proof that you have legal authority to act on their behalf.
- D. Submit the Claim Form** (and supporting documentation, if applicable) to the Claims Administrator on or before [Claims Deadline].

10. Do I need a lawyer to make a Claim?

You do **not** need to hire a lawyer in order to make a Claim for compensation under the Settlement.

If you require assistance, the Claims Administrator and Class Counsel can answer any general questions you may have about the claims process and assist with your claim, at no charge. Their contact information is available under questions 22 below.

11. What supporting documents do I need to prove my Claim?

You do **not** need your Training School records or any supporting documentation "proving" that you experienced harm at the Training Schools to make a Claim.

The only exception is if you are making a Claim on behalf of someone else, including a Class Member who passed away on or after December 8, 2015, or a Class Member who is legally incapable of executing a Claim Form:

- (a) **If you are claiming on behalf of the estate of a Class Member who passed away on or after December 8, 2015**, you need to provide a copy of the Class Member's death certificate, along with documentation establishing you have legal authority to act on their behalf, including:
- i. Certificate of Appointment of Estate Trustee or Small Estate Certificate;
 - ii. A copy of the Class Member's will appointing you as estate trustee; or
 - iii. A declaration witnessed by one other person who knew the deceased Class Member personally, affirming that the deceased Class Member did not have a will and that no estate trustee has been appointed by a court, together with proof that you are either spouse or kin to the deceased Class Member.
- (b) **If you are claiming on behalf of a legally incapable Class Member**, you need to provide documentation establishing you are their legally recognized guardian.

12. Who will review my Claim?

A third-party Claims Administrator (Epiq) was appointed by the Court to administer the Settlement and Compensation Plan. The Claims Administrator will review and decide all Claims according to the Settlement and Compensation Plan.

13. What if I do not make a Claim?

If you do not make a Claim, you will not be able to get any money from the Settlement and you will be forever releasing any legal claims you may have had against Ontario in relation to its management and operation of the Training Schools.

Unless you previously opted out, or opt out on or before [Second Opt-Out Deadline], you will not be able to sue Ontario independently for your experiences in the Training Schools.

Even if you previously provided information to Class Counsel or to another lawyer, you must still submit a fully completed Claim Form to the Claims Administrator, specifically for this Settlement, prior to the deadline, to be eligible to receive money.

14. Can I submit a Claim on behalf of someone else?

Yes, if you have legal authority to do so.

If you are submitting a Claim on behalf of someone else, you must provide sufficient documentary proof that you have authority to act on their behalf. See **Question 12** for the types of documents required.

15. Can I get reimbursement for support costs?

Track 2 Claimants are eligible for reimbursement of up to \$1,500 to cover fees charged by a doctor, psychologist, social worker, counsellor, or therapist for the provision of support services provided in relation to the preparation and delivery of their Claim.

To get reimbursed, Track 2 Claimants must submit a Support Reimbursement Form to the Claims Administrator attaching all receipts or invoices. Visit www.TrainingSchoolsClassAction.com to download a copy of the Support Reimbursement Form or request a copy from the Claims Administrator.

16. How do I request my Training School records?

You do **not** need your Training School records or any supporting documentation "proving" that you experienced harm at the Training Schools to make a Claim.

If you are interested in obtaining a copy of your Training School records for your own purposes, you can do so by submitting a Training School Record Request Form on or before [four months from the Court Approval Date]. All requests submitted by [four months from the Court Approval Date] will be processed by Ontario on an expedited basis and produced no later than [nine months from the Court Approval Date].

Visit www.TrainingSchoolsClassAction.com to download a copy of the Training School Record Request Form or request a copy from the Claims Administrator.

The Lawyers Representing the Class

17. Do I have a lawyer in this case?

The Court has appointed Koskie Minsky LLP as Class Counsel. You may contact Class Counsel toll-free at 1-866-860-9364 or by email at TrainingSchoolsClassAction@kmlaw.ca.

You will not be charged for contacting these lawyers with questions about the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers representing the Class be paid?

Class Counsel worked on a contingency-fee basis, meaning that no fees were charged at any stage of the lawsuits until after the Settlement was approved. After the Court approved the Settlement, the Court approved Class Counsel's fees, which it determined were fair and reasonable. These fees were deducted from the Settlement Fund.

Opting Out of the Class Action

Class Members may opt out of the class action if they want to keep their right to sue Ontario about their experience at the Training Schools individually instead of making a Claim under the Settlement.

19. How do I opt out?

You may opt out (remove yourself from the lawsuit) by submitting a signed Opt-Out Form by [Second Opt-Out Deadline]. You can contact the Claims Administrator using the details below to obtain an Opt-Out Form. If you opt out, you will not be able to make a claim for money under the Settlement.

Getting More Information

20. Are there more details about the Settlement?

This notice summarizes the Settlement and how to make a Claim. More details are in the Settlement Agreement and its schedules, which you can download from www.TrainingSchoolsClassAction.com.

The court offices are unable to answer any questions about the matters in this notice. If you have any questions regarding the Settlement or about the class action lawsuits in general, more information is

available at www.TrainingSchoolsClassAction.com or by reaching out to the Administrator or Class Counsel directly at the contact information below. Please do not contact the court offices.

info@TrainingSchoolsClassAction.com / 1-877-239-4879

Training Schools Class Action Administrator
c/o Epiq Class Action Services Canada, Inc.
PO Box 507 Stn B
Ottawa, ON K1P 5P6

TrainingSchoolsClassAction@kmlaw.ca / 1-866-860-9364

Training Schools Class Counsel
Koskie Minsky LLP
20 Queen St. West, Suite 900
Toronto, ON M5H 3R4

Appendix D - Phase 2 Notice Plan

PLAN FOR PHASE 2 NOTICE OF APPROVAL OF SETTLEMENT

1. Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement and Compensation Plan.

Form of Notices

2. The Notice of Approval of Settlement (the "**Phase 2 Notice**") advising Class Members that the Court has approved the Settlement and containing information about the right to opt out and to participate in the Compensation Plan will be provided in a short-form and long-form version, in a form and content to be agreed upon by the Parties and approved by the Court.

Dissemination of Phase 2 Notice

3. The Phase 2 Notice shall be disseminated as follows:
 - (a) the Claims Administrator and Class Counsel shall post the Phase 2 Notice, the Opt-Out Form, the Claim Form, and the Settlement Approval Order on their websites;
 - (b) the Claims Administrator and Class Counsel shall maintain toll-free support lines to provide assistance to Class Members and other persons who make inquiries on their behalf;
 - (c) Class Counsel shall provide a copy of the short-form and long-form Phase 2 Notice, the Opt-Out Form, and/or the Claim Form, by email or regular mail, to any Class Member who requests a copy of such document(s) from Class Counsel;
 - (d) the Claims Administrator shall provide a copy of the short-form and long-form Phase 2 Notice, the Opt-Out Form, and/or the Claim Form, by email or regular mail, to any Class Member who requests a copy of such document(s) from the Claims Administrator;
 - (e) the Claims Administrator shall send a copy of the Claim Form and long-form Phase 2 Notice by email or regular mail directly to any Class Member who has provided a valid email address or mailing address to Class Counsel;
 - (f) the Claims Administrator shall arrange for the publication of digital media advertisements, for a duration of ninety (90) days, optimizing the advertisements to increase the number of views by Class Members. These advertisements shall be in the form agreed upon by the Parties. The expenditure on such publication shall not exceed \$60,000. These advertisements will link to the Claims Administrator's website for further information;

- (g) the Claims Administrator shall send the short-form Phase 2 Notice to the following organizations, with a request that they disseminate it to their membership:
- i all Ontario offices of the Elizabeth Fry Society;
 - ii all Ontario offices of the John Howard Society;
 - iii the Office of the Public Guardian and Trustee;
 - iv the Criminal Lawyers' Association;
 - v Canadian Defence Lawyers;
 - vi Canadian Council of Criminal Defence Lawyers;
 - vii Aboriginal Legal Services;
 - viii The Ontario Federation of Indigenous Friendship Centres; and
 - ix the Chiefs of Ontario.
- (h) the Defendant shall:
- i cause the short-form Phase 2 Notice to be posted in a conspicuous place within each correctional institution as defined in the *Ministry of Correctional Services Act*, R.S.O. c. M.221 ("**Ontario Correctional Institution**"), making it possible for inmates to see it and replacing it with a fresh copy as needed until the Claims Deadline; and
 - ii direct that the short-form Phase 2 Notice be posted in all adult probation and parole offices throughout Ontario.
- (i) Class Counsel will provide the short-form and long-form Phase 2 Notice to the Canadian Bar Association National Class Action Database with a request that they be posted online; and
- (j) the Claims Administrator shall issue the short-form Phase 2 Notice as a press release via Canadian Newswire.

Appendix E - Opt Out Form

THIS OPT OUT FORM MUST BE SUBMITTED BY [9 months from the Court Approval Date]

To: **Training Schools Class Action Administrator**
c/o Epiq Class Action Services Canada, Inc.
PO Box 507 Stn B Ottawa, ON K1P 5P6
Toll Free: 1-877-239-4879
Email: info@trainingschoolsclassaction.com

This is **NOT** a claim form. If you complete this **OPT OUT FORM** you will **not be eligible to make a claim for compensation of up to \$100,000** from the Settlement of the class proceeding named below. Turn to **Page 2** for more information about the compensation available from the Settlement.

Court File No.: CV-25-742100-CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

WARWICK BROWN

Plaintiff

- and -

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

I understand that by opting out of this class proceeding I am confirming that I do NOT wish to participate in this class proceeding or make a claim under the Settlement. I do NOT wish to receive any benefit that may be obtained from the lawsuit or make a claim under the Settlement.

I understand that I must email or mail this opt-out form to the address indicated above before **[9 months from the Court Approval Date]**, or else it will **not** be valid.

I understand that any individual claim I may have must be commenced within a specified limitation period or else it may be legally barred. I understand that the filing of this class proceeding suspended the running of the limitation period from the time the class proceeding was filed. The limitation period may **resume running against me** if I opt out of this class proceeding. I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have.

Name of Class Member
Telephone: _____

Signature of Class Member Opting Out
or of Guardian of Property (if applicable)
Date: _____

Name of Witness
Telephone: _____

Signature of Witness
Date: _____

APPENDIX A – COMPENSATION AVAILABLE FROM THE SETTLEMENT

Who is Eligible	Possible Award Amount
Track 1 – General Harm Payment	
All Eligible Claimants who experienced harm at any of the Training Schools.	\$5,000
Track 2 – Compensation for Physical and Sexual Harm, and Solitary Confinement¹	
One or more physical assaults resulting in an observable injury such as a black eye, bruise or laceration; or Placement in dissociation or solitary confinement for 24 or more consecutive hours, on more than one occasion within a 30-day period or for 48 or more hours on any one occasion.	\$7,500
One or more physical assaults causing a Serious Physical Injury. ²	\$25,000
Non-consensual sexual touching by staff that is not a Serious Sexual Assault. ³	\$15,000
Repeated non-consensual sexual touching of breasts, genitals or buttocks that is not a Serious Sexual Assault; or A single non-consensual act of forceable sexual touching to attempt oral, vaginal or anal penetration that is not a Serious Sexual Assault.	\$50,000
One or more incidents of Serious Sexual Assault.	\$100,000

¹ Class members who only attended a Training School prior to September 1, 1963 may only seek compensation under Track 1.

² "Serious Physical Injury" means physical injury that led to (a) hospitalization; (b) permanent or demonstrated long-term physical injury, impairment or disfigurement; (c) broken bones; or (d) a serious but temporary incapacitation such that bed rest or infirmary care of four or more days' duration was required.

³ "Serious Sexual Assault" means non-consensual oral, vaginal or anal penetration.

Appendix F - Claim Form

Training Schools Class Action Claim Form
Email: info@trainingschoolsclassaction.com
Phone: 1-877-239-4879



VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

Brown v. His Majesty the King in right of Ontario
Court File No.: CV-25-7421-00CP

Need help? Call the Claims Administrator: 1-877-239-4879
IMPORTANT: THE DEADLINE TO COMPLETE THIS CLAIM FORM IS **[insert claims deadline]**.

TRAINING SCHOOLS CLASS ACTION SETTLEMENT CLAIM FORM



Want to complete and submit your Claim Form online? Go to **[link to online claim form]**.

- Complete this Claim Form to make a claim for compensation from the Ontario Training Schools Class Action Settlement.
- The Settlement is for people who experienced harm at certain Ontario Training Schools many years ago.
- Complete this form and send it to the Claims Administrator before **[insert claims deadline]**.
- If you have any questions or need help, contact the Claims Administrator at 1-877-239-4879 or by email at info@trainingschoolsclassaction.com
- Visit www.TrainingSchoolsClassAction.com for more information.

IMPORTANT: Completing this Claim Form might bring up difficult thoughts or feelings. You may want to ask someone you trust to help you. Information about mental health supports is available on pages 24-25 of this Claim Form.

BEFORE YOU BEGIN

- Read all instructions, the Notice of Approval of Settlement, and this entire Claim Form carefully before you start.
- Complete all the parts of the form that apply to you.
- Give yourself enough time before the deadline to remember what happened and gather any documents you want to include.
- Send your completed Claim Form and any supporting documents to the Claims Administrator by **[insert claims deadline]**.
- Your Claim Form will be kept confidential and will only be used for processing your Claim or as required by law.

WHO CAN FILL OUT THIS CLAIM FORM?

This Claim Form is for anyone who:

- Was alive as of *December 8, 2015* and;
- Resided at one or more of the following Ontario Training Schools during the time periods listed in the chart below.
- If you are not sure of the exact dates, complete the form using your best memory.

1.	Pine Ridge School, Bowmanville (formerly The Ontario Training School for Boys)	between January 1, 1953 and its closure in 1979;
2.	Cold Springs Forestry Camp	between January 1, 1963 and its closure in 1976;
3.	Hillcrest School, Guelph (formerly known as Ontario Training School for Boys, Guelph)	between January 1, 1953 and its closure in 1978;
4.	Brookside School, Cobourg (formerly Ontario Training School for Boys, Galt, and Ontario Training School for Boys, Northumberland and Ontario Training School for Boys, Cobourg)	between January 1, 1953 and April 2, 1984;
5.	Trelawney House, Port Bolster (formerly known as Ontario Training School for Girls, Port Bolster Trelawney House)	between August 1959 and its closure in 1973;
6.	Kawartha Lakes School, Lindsay (formerly Ontario Training School for Girls, Lindsay)	between 1962 and its closure in 1979;
7.	Glendale School, Simcoe (formerly Ontario Training School for Boys, Simcoe)	between 1962 and July 30, 1974;

8.	White Oaks Village, Hagersville (formerly Ontario Training School for Boys, Hagersville (Junior School)	between 1966 and its removal from the regulations under the training schools legislation in 1978;
9.	Sprucedale School, Hagersville (formerly Ontario Training School for Boys, Hagersville (Senior School)	between 1966 and April 2, 1984;
10.	Cecil Facer School, Sudbury	between 1971 and April 2, 1984;
11.	Project DARE – Portage Lake	between June 1971 and 1976;
12.	Project DARE – Wendigo Lake, South River (formerly Project DARE Wendigo Lake)	between 1972 and April 2, 1984;
13.	Syl Apps Youth Centre (formerly Ontario Training School for Girls, Galt (Reception and Diagnostic Centre); Reception and Diagnostic Centre, Galt; Reception, Diagnostic Treatment Centre, Galt; and the Reception and Assessment Centre, Oakville)	between 1958 and April 2, 1984.

IMPORTANT!

You are **not** eligible to make a claim if you have already brought a lawsuit against Ontario or one or more employees of Ontario relating to your experience at one of the Ontario Training Schools listed above and/or executed a release in favour of Ontario regarding the subject matter of the Class Action. You are **not** eligible to make a claim if you have opted out of this class action.

If you only attended one of the Ontario Training Schools listed below, and did not attend any of the Ontario Training Schools listed above, you are **not** eligible to make a claim for compensation and should **not** submit a Claim Form.

- (1) Grandview Training School;
- (2) St. Joseph's Training School for Boys;
- (3) St. John's Training School;
- (4) Ontario Training School for Girls, Toronto;
- (5) Central Wardship Planning Unit;
- (6) Elmcrest School; and
- (7) Champlain School.

DO I NEED TO PROVIDE SUPPORTING DOCUMENTATION?

If you are submitting this form for yourself, you do **not** need records or other documents to submit this form

If you have documents that support your claim you may attach them. This is optional.

If you are interested in obtaining a copy of your Training School records for your own purposes, you can do so by submitting a Training School Record Request Form on or before **[4 months from court approval date]**. Requesting records is **optional** and does **not affect** whether your Claim Form is accepted or reviewed.

Visit www.TrainingSchoolsClassAction.com to download a copy of the Training School Record Request Form or contact the Claims Administrator to request a copy.

WHAT IF I AM COMPLETING THE CLAIM FORM FOR SOMEONE ELSE?

If you are filling out this Claim Form for someone else (for example, because they passed away *on or after* December 8, 2015, or because you are legally authorized to act for them):

1. Fill in Part 2 of the Claim Form with their name and details;
2. Fill in Part 7 with your own name and information;
3. Attach documents that show you are allowed to submit this Claim Form for them.

➔ See **Part 7** for a list of acceptable forms of proof.

NEED HELP WITH YOUR CLAIM?

If you do not understand this Claim Form or are having trouble completing it, you can:

- Ask someone you trust to help you
- Contact the **Claims Administrator**
- Contact the **lawyers for the Class Members (Class Counsel)**:

<p>Claims Administrator</p> <p>c/o Epiq Class Action Services Canada, Inc. PO Box 507 Stn B Ottawa, ON K1P 5P6</p> <p>Phone: 1-877-239-4879</p> <p>Email: info@trainingschoolsclassaction.com</p> <p>Website: TrainingSchoolsClassAction.com</p>	<p>Class Counsel – Koskie Minsky LLP</p> <p>20 Queen Street West, Suite 900, Box 52 Toronto, Ontario M5H 3R3</p> <p>Phone: 1-866-860-9364</p> <p>Email: trainingschoolsclassaction@kmlaw.ca</p>
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PARTS OF THE CLAIM FORM

Part	Page(s)
PART 1 – PRIVACY AND CONFIDENTIALITY	7
PART 2 – CLASS MEMBER INFORMATION	8-9
PART 3 – CHOOSE TRACK 1 OR TRACK 2	10
PART 4 – TRACK 1 CLAIM: NO WRITTEN STATEMENT REQUIRED	11
PART 5 – TRACK 2 CLAIM: WRITTEN STATEMENT REQUIRED	12-18
PART 6 – HOW YOU WANT TO BE PAID	19
PART 7 – APPLICATION ON BEHALF OF A CLASS MEMBER	20-22

PART 1 - PRIVACY AND CONFIDENTIALITY

Collection and Use of Information

Epiq is the Court-appointed Claims Administrator for the Training Schools Class Action Settlement. Epiq will collect your personal information through this Claim Form to process your Claim in accordance with the Settlement.

Epiq is subject to applicable privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy legislation.

By checking the box below, you understand that your personal information will be used only as required to process your Claim.

Acknowledgement

I understand and acknowledge that:

- Epiq does not represent Ontario, Class Counsel, or any Class Member;
- Epiq does not provide legal advice; and
- Epiq's role is limited to administering the Settlement as approved by the Court.

Information Sharing

I understand that, for the purpose of processing my Claim:

- Epiq may share information from this Claim Form with Ontario (the Defendant) and Class Counsel; and
- Ontario may share information in its possession with Epiq and the same parties, as required under the Settlement Agreement.

Consent

By submitting this Claim Form and any supporting documents, I consent to the collection, use, and sharing of my personal information as required to process my Claim under the Settlement Agreement.

Retention of Information

Epiq will keep your personal information for two (2) years after the final compensation payment is issued under the Settlement. After that time, Epiq will securely destroy the information in its possession.

I acknowledge that I have read and agree to the terms above.

PART 2 – CLASS MEMBER INFORMATION

Fill out Part 2 with the Class Member's information. If you are filling out this form on behalf of someone else, please complete Part 2 with their information, and then complete Part 7 with your information. Please provide as much information as you can.

Personal Information of Person who attended the Training School

First name:	
Middle name (If no middle name, leave it blank):	
Last name:	
Other name(s) (Did you use any other names while you were admitted to a Training School? For example, a maiden name, birth name, nickname, adopted name, etc.):	
Date of birth (YYYY/MM/DD):	
Date of death (if applicable) (YYYY/MM/DD):	

Contact Information

Street number:	
Street name:	
Unit number (if applicable):	
PO Box (if any):	
City/town/community:	
Province/Territory:	
Country:	
Postal code:	
Phone number:	
Email address:	

How would you prefer to be contacted by the Claims Administrator about your Claim?	<input type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/> Both
--	--

IMPORTANT!

Please let the Claims Administrator know **immediately** if any of your contact information changes. It is your responsibility to check your email and/or mail for any messages from the Claims Administrator about your Claim.

Training School(s) Attended

Write down the Training Schools where you resided, and the dates you remember being there. If you do not remember exact dates, write your best estimate.

Please refer to the complete list of Training Schools included in this Settlement on pages 2-3 of the Claim Form.

	Training School	When Were You There?
1.		
2.		
3.		
4.		

PART 3 – CHOOSE TRACK 1 OR TRACK 2

You must choose one track only.

Track 1: You do not need to write a detailed statement.

Track 2: You must write about what happened to you.

Please read the explanation on this page and then choose **either** Track 1 or Track 2.

Type of Claim	Who is Eligible	Compensation Available	How to Claim
Track 1 (Compensation for General Harm)	Any Class member who experienced harm at any of the Training Schools	\$5,000	Complete Part 4: Check the box affirming you experienced harm at a Training School.
Track 2 (Compensation for Specific Physical and Sexual Harm)	Class members who, after September 1, 1963 , experienced specific physical or sexual harm of the following at any of the Training Schools:	\$7,500 - \$100,000	Complete Part 5: Provide a signed statement describing the abuse you experienced at a Training School in as much detail as possible.

CHOOSE ONLY ONE TRACK by checking one of the boxes below:

I choose **Track 1**: → complete Part 4, on page 11.

OR

I choose **Track 2**: → Skip Part 4 and go to Part 5 starting on page 12.

PART 4 – TRACK 1 CLAIM: NO WRITTEN STATEMENT REQUIRED

To complete your Track 1 Claim, you must solemnly affirm that you experienced harm while you were a resident of one of the Training Schools during the time periods listed on pages 2-3 of this Claim Form, and that you have not already brought a lawsuit against Ontario or one or more of its employees relating to the harm that you experienced while at the Training School and/or executed a release in favour of Ontario regarding the subject matter of the Class Action.

Please also provide, to the best of your recollection, the dates or time periods during which you experienced harm.

This means you are saying:

- You (or someone helping you) read everything in this Claim Form before you signed it.
- The information in this form is true, to the best of your knowledge and ability.
- If the information in this form is found to be untrue, your claim may be denied.

"I solemnly affirm that the information in this form is true"

Class Member Signature: _____

Print Name: _____

Date (YYYY/MM/DD): _____

Date(s) or time periods during which harm occurred: _____

PART 5 - TRACK 2 CLAIM: WRITTEN STATEMENT REQUIRED

Who is Eligible?

You may make a Track 2 Claim if:

- you resided at a Training School **after September 1, 1963**,
- you have not already brought a lawsuit against Ontario or one of its employees relating to the harm that you experienced while at the Training School and/or executed a release in favour of Ontario regarding the subject matter of the Class Action, and,
- you experienced one of the following:
 - **Physical assault including:**
 - Physical assault that caused an observable injury (for example, a black eye),
 - Being placed in dissociation or solitary confinement (also called the "hole" or "digger") for more than 24 consecutive hours or more on more than one occasion within a 30-day period, or being placed in solitary confinement for more than 48 consecutive hours on any one occasion; or
 - Physical assault that caused serious injury, such as broken bones, hospitalization, permanent or long-term impairment, or four or more days in the infirmary.

- **Sexual assault including:**
 - Non-consensual sexual touching by staff;
 - Repeated non-consensual sexual touching of your breasts, genitals or buttocks;
 - Non-consensual attempted forced penetration; or
 - Oral, vaginal or anal penetration without consent.

How do I make a Track 2 Claim?

Step 1: Confirm when you resided at a Training School

You must have resided at a Training School **after September 1, 1963** to make a Track 2 Claim. If you only resided at a Training School before September 1, 1963, you can only make a Track 1 Claim.

Step 2: Write Your Declaration

Write in your own words what happened to you at the Training Schools. Include as much as you remember. Please provide your best recollection of when the incident that caused you harm occurred.

You may include relevant documents if you have any (for example, Training School records, letters, photographs, medical records, and police reports), but **you do not need them to make a Track 2 Claim.**

Step 3: Sign your Declaration and Have a Witness Sign It

What Happens after I Submit My Form?

After you complete Steps 1 to 3 and submit your Claim Form to the Claims Administrator, the Claims Administrator will review your Claim Form along with any **optional** supporting documentation and determine how much money you are entitled to in accordance with the Compensation Plan.

Step 1: Confirm you are eligible to make a Track 2 Claim

I attended a Training School **after** September 1, 1963 and have not already brought a lawsuit against Ontario or one of its employees relating to the harm that I experienced while at the Training School and/or executed a release in favour of Ontario regarding the subject matter of the Action.

Check the box above if you know that this applies to you. If the answer does not apply to you, then you cannot make a Track 2 Claim but may still be eligible to make a Track 1 Claim.

Step 2: Complete your Declaration

Use the space below to tell the Claims Administrator what happened to you at the Training School. Write in your own words. Include as much as you remember. Please provide your best recollection of when the harm occurred.

If you can, try to include:

- Who hurt you?
- What did they do to you?
- Was it a staff member or another resident?
- Did anyone else witness it?
- Did you tell anyone else about it?
- How many times did it happen? More than once? Many times?
- Where did it happen?
- Did you suffer any observable injuries, like a black eye or bruises?
- Did you suffer any serious injuries, like a broken bone or long-term impairment?
- Did you have to go to the infirmary or hospital? For how long?
- Were you put in solitary confinement (also called the "hole" or the "digger")?
- How many times were you put in solitary confinement?

- How long were you put in solitary confinement for? More than one day?
More than two days?

Try to write down any harm you experienced at the Training Schools to the best of your recollection.

IMPORTANT

This section asks you to write about difficult experiences. Take your time. You can take breaks and come back to it later. You may want to ask someone you trust to help you complete your Declaration.

Information about mental health supports and reimbursement for counselling costs is available on pages 25-26 of this Claim Form.

If you need more space, you may attach additional sheets to this Claim Form and at the top of each page, please indicate your name and date of birth and the number of the page.

Step 3: Witnessed Signatures

To complete your Track 2 Claim, you must solemnly affirm that everything you wrote down in your Declaration is true to the best of your knowledge, and have your signature witnessed by one of the following people:

- A lawyer, paralegal, commissioner of oaths, or any other person authorized to commission an affidavit under the law of any province; or
- A notary public; or
- If you are Indigenous, a member of a band council, an elected or hereditary chief, or an elder.

"I solemnly affirm that my Declaration is true to the best of my knowledge"

Witness Type

Class Member Signature

Signature of Witness

Print Name

Print Name

Date (YYYY/MM/DD):

Date (YYYY/MM/DD):

PART 6 – HOW YOU WOULD LIKE TO BE PAID

If you receive compensation, how would you like to be paid?

Choose one option only:

- Direct Deposit** – The Claims Administrator will send you a Direct Deposit Form to complete.
- Email Money Transfer** – Sent to the email address you provided in this Claim Form.
- Cheque** – Please only select this option if you are unable to receive compensation by Direct Deposit or Email Money Transfer. Your cheque will be sent by regular mail to the address you provided in this Claim Form and will expire if it is not cashed promptly.

PART 7 – APPLICATION ON BEHALF OF A CLASS MEMBER

Only complete this section if you are legally applying on behalf of a class member as their legally authorized representative.

You **do not** need to complete this section if you are a friend or family member helping a Class Member fill out their form. You only need to fill out this part if you are a legally authorized representative applying on someone else's behalf, because:

- a) the Class Member passed away on or after December 8, 2015
- b) the Class Member is legally incapable or you are applying on behalf of a Class Member who gave you power of attorney over their property/finances; or
- c) you are a lawyer retained by a Class Member.

Contact Information

What is your name?	
What is your organization (if applicable):	
What is your telephone:	
What is your email address:	

Mailing Address

Street number:	
Street name:	
Unit number (if any):	
PO Box (if any):	
Postal Code:	
City/town/community:	
Province/territory:	
Country:	

If the Class Member has Passed Away:

Was the class member alive as of December 8, 2015?

- Yes
 No

Date of death (YYYY/MM/DD): _____

Your relationship to the Class Member: _____

What gives you legal authority to make this claim on behalf of the Class Member?

- I am the estate trustee / executor
 I have power of attorney
 I am the Class Member's lawyer
 Other (please explain): _____
 I have attached documents that show I have legal authority to act on behalf of the Class Member.

a) If you are applying on behalf of the estate of a deceased Class Member who passed away on or after December 8, 2015

You must attach a copy of the death certificate for the Class Member, along with one of the following documents:

Certificate of Appointment of Estate Trustee or Small Estate Certificate (previously called Letters Probate or Letters of Administration)

OR

A copy of the Class Member's will appointing you as estate trustee;

OR

A declaration witnessed by one other person who knew the deceased Class Member personally, affirming that the deceased Class Member did not have a will and that no estate trustee has been appointed by a court, together with proof that

	<p>the individual was either spouse or kin to the deceased Class Member in a form reasonably acceptable to the Claims Administrator;</p> <p>OR</p> <p><input type="checkbox"/> Any other documentation that is acceptable to the Claims Administrator.</p>
b) If you are applying on behalf of a Class Member who is legally incapable	<p>You must attach one of the following documents:</p> <p><input type="checkbox"/> Continuing Power of Attorney for Property;</p> <p>OR</p> <p><input type="checkbox"/> Any other document that is acceptable to the Claims Administrator.</p>

End of Claim Form

Completed Claim Form Checklist

*Review this checklist and complete all the steps to help ensure that your Claim is processed as efficiently as possible.

Claim Form	What You Need to Do	Check if completed
PART 1 – PRIVACY AND CONFIDENTIALITY	Complete the privacy acknowledgment on page 7	<input type="checkbox"/>
PART 2 – CLASS MEMBER INFORMATION	Fill in name, date of birth, and at least one way to contact you on page 8	<input type="checkbox"/>
PART 3 – CHOOSE TRACK 1 OR TRACK 2	Choose Track 1 OR Track 2 on page 10	<input type="checkbox"/>
PART 4 – TRACK 1 CLAIM	Complete this part only if you chose Track 1 on page 11	<input type="checkbox"/>
PART 5 – TRACK 2 CLAIM	Complete Steps 1, 2 and 3 and have a witness sign (Track 2 only) starting on page 12	<input type="checkbox"/>
PART 6 – HOW YOU WANT TO BE PAID	Choose how you want to be paid on page 19	<input type="checkbox"/>
PART 7 – APPLICATION ON BEHALF OF A CLASS MEMBER	Complete this part only if you are applying for someone else and attach all required documents starting on page 20	<input type="checkbox"/>

When and How to Submit Your Claim Form?

Before you send your form:

Make sure you have:

- Signed the form
- Chosen Track 1 or Track 2
- If you chose Track 2, got a witness to sign the form
- Attached documents (only if required)
- Chosen how you want to be paid

Send your completed form to the Claims Administrator by **[claims deadline]**. It **must** arrive at the Claim Administrator's office by this deadline.

You may send the Claim Form and all required documents by regular mail or email to:

Training Schools Class Action Administrator
c/o Epiq Class Action Services Canada, Inc.
PO Box 507 Stn B
Ottawa, ON K1P 5P6

Email: info@trainingschoolsclassaction.com

If you do not send in your completed Claim Form and required documents to the Claims Administrator by **[claims deadline]**, you will not be eligible to be considered for compensation.

- Keep a copy of everything you send.
- For regular mail, write down the date you put the claim form in the mailbox. Keep that date with your copy. If you have a receipt with you, keep it.
- Mail in your claim early as it must arrive at the Claim Administrator's address by the deadline of **[claims deadline]**.
- For email, save the email. It has the sent date on it.

Do **not** send the Claim Form to the Court.

Ontario Training Schools Class Action Support Resources Sheet

A list of support services and resources is provided below. You should seek support appropriate to you, your location, and your needs.

If you or someone you know is facing a mental health crisis, call 911 or your local emergency number, or go to your local emergency department.

Track 2 Claimants may be eligible to request reimbursement of certain support costs up to \$1,500, such as the cost of paying a doctor, psychologist, social worker, counsellor or therapist to support you in making your Claim.

To get reimbursed, Track 2 Claimants must submit a Support Reimbursement Form to the Claims Administrator attaching all receipts or invoices. Visit www.TrainingSchoolsClassAction.com to download a copy of the Support Reimbursement Form or request a copy from the Claims Administrator.

24-Hour Crisis and Support Lines (Ontario-Wide)

Victim Support Line (Ontario)

Provides information, emotional support, and referrals for victims of crime across Ontario.

P. 1-888-579-2888 (toll-free)

P. GTA: 416-314-2447

Online chat available through 211 Ontario

Assaulted Women's Helpline

24/7 crisis counselling, safety planning, and referrals for women and their dependents who have experienced abuse. Services are available in over 200 languages.

P. 1-866-863-0511 (toll-free)

P.GTA: 416-863-0511

On mobile networks: #SAFE (#7233)

Live chat available

Fem'aide (French-Language Support)

Crisis counselling and referrals for Francophone and French-speaking women in Ontario.

P. 1-877-336-2433 (1-877-FEMAIDE)

Live chat available

Talk4Healing

Culturally safe, Indigenous-led support for Indigenous women and their families. Available in English and multiple Indigenous languages.

P. 1-855-554-4325 (1-855-554-HEAL)

Text and phone support available

Support for Survivors of Sexual Assault

Ontario Coalition of Rape Crisis Centres (OCRCC)

A network of community-based sexual assault centres across Ontario offering counselling, advocacy, and support for survivors of sexual violence, including childhood sexual abuse.

<https://sexualassaultsupport.ca/>

Find a local crisis centre anywhere in Ontario

Ontario Network of Sexual Assault / Domestic Violence Treatment Centres

Hospital-based treatment centres providing medical care, counselling, forensic evidence collection (if desired), and referrals.

P. 1-855-628-7238 (1-855-NAV-SADV) – 24-hour navigation line

<https://www.sadvreatmentcentres.ca>

Support for Male Survivors of Sexual Abuse

Support for Male Survivors of Sexual Abuse (Ontario)

Confidential crisis counselling and referrals for male survivors of sexual abuse, including historical abuse.

P. 1-866-887-0015

Finding Local Community Supports

211 Ontario

Helps connect individuals to local counselling, mental health services, housing supports, and community programs across Ontario.

P. 211 or 1-877-330-3213

Online chat available

<https://211ontario.ca>

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Thunder Bay
transferred from Thunder Bay to Toronto

Proceeding under the *Class Proceedings Act*, 1992

ORDER
(Settlement Approval)

KOSKIE MINSKY LLP
20 Queen Street West
Suite 900, Box 52
Toronto ON M5H 3R3

Jonathan Ptak LSO #45773F

jptak@kmlaw.ca

Tel: 416-595-2149

Adam Tanel LSO #61715D

atanel@kmlaw.ca

Tel: 416-595-2072

Elie Waitzer LSO #82556U

ewaitzer@kmlaw.ca

Tel: 416-595-2089

Lawyers for the Plaintiff