

**THIS OPT OUT FORM MUST BE SUBMITTED BY MARCH 22, 2027**

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](mailto: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 **March 22, 2027**, 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**

<b>Who is Eligible</b>	<b>Possible Award Amount</b>
<b>Track 1 – General Harm Payment</b>	
All Eligible Claimants who experienced harm at any of the Training Schools.	\$5,000
<b>Track 2 – Compensation for Physical and Sexual Harm, and Solitary Confinement<sup>1</sup></b>	
One or more physical assaults resulting in an observable injury such as a black eye, bruise or laceration; <b>or</b>  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. <sup>2</sup>	\$25,000
Non-consensual sexual touching by staff that is not a Serious Sexual Assault. <sup>3</sup>	\$15,000
Repeated non-consensual sexual touching of breasts, genitals or buttocks that is not a Serious Sexual Assault; <b>or</b>  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

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

<sup>2</sup> "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.

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