

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** JIEHUI WANG (by her Litigation Guardian, Chunpu Dai)

Applicant

**-and-**

SAFETY INSURANCE COMPANY

Respondent

**BEFORE:** Justice Sylvia Corthorn

**COUNSEL:** Jessica Fullerton, for the applicant  
Crystal Schulz, for the respondent

**HEARD:** In Writing

**ENDORSEMENT**

***Introduction***

[1] The applicant Jiehui Wang was injured in a collision, which occurred in June 2018, involving a motorcoach bus travelling on Highway 401 near Prescott, Ontario (“the Bus”). The Bus veered off the road and collided with a rocky outcropping, which runs adjacent to the highway. The passengers on the Bus, including the applicant, were tourists from China; they were on the second leg of a North American tour.

[2] The litigation guardian Chunpu Dai is Jiehui Wang’s husband. For ease of reference, in this endorsement I refer to the couple by their respective first names.

[3] The respondent is the insurer of the Bus (“the Insurer”). The Insurer is based in the United States. The Insurer accepted Jiehui’s application for accident benefits. After accepting that application, the Insurer began paying Jiehui accident benefits in accordance with the *Statutory Accident Benefits Schedule* (“SABS”) that would apply if the benefits were being paid by an Ontario-based insurer.<sup>1</sup>

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<sup>1</sup> Statutory Accident Benefits Schedule, O. Reg. 34/10, as amended.

[4] Jiehui’s injuries include a severe traumatic brain injury, which was treated by two surgeries (a craniotomy and a revision surgery), resulted in significant cognitive deficits, and has left Jiehui requiring 24-hour attendant care. Other injuries Jiehui sustained include almost total loss of vision in her right eye. Last, Jiehui is left with significant facial and surgical scarring.

[5] Approximately ten months after the date of the collision, the Insurer accepted Jiehui’s application for designation as “catastrophically impaired” within the meaning of the *SABS*.

[6] Jiehui and Chunpu, together with members of their family, commenced a tort action. The defendants in the tort action include the driver and owner of the Bus. That action is one of six actions commenced as a result of the June 2018 collision. The six actions were settled at a global mediation in October 2024. Shortly after Jiehui’s tort action was settled, she settled her *SABS* claim.

[7] The settlements of the tort action and the *SABS* claim are both subject to court approval. For several reasons, Jiehui’s counsel anticipated that it would take a year or more, from the fall of 2024, for the approval process to be concluded. Those reasons include that (a) the parties in the six tort actions intended to bring a motion for approval of the global settlement and of the proposed apportionment of the settlement funds as between the six actions; (b) in five of the tort actions, at least one of the plaintiffs is a party under disability; (c) procedural relief was required to increase the efficiency with which the approval motions could be heard; and (d) a motion was required to address management of the global settlement funds pending the completion of the approval process.

[8] Given the delay anticipated in the completion of the approval process, in December 2024, the court made an order providing for the funds payable by the Insurer, assuming the settlement of Jiehui’s *SABS* claim is approved, to be placed in a high-interest savings account. The terms of the minutes of settlement now before the court (“Minutes”) include that the interest earned forms part of the consideration paid by the Insurer in settlement of Jiehui’s *SABS* claim. For clarity, the parties intend that Jiehui is entitled to the interest earned in the 1.5 years, approximately, since the funds were deposited to a high-interest account.

[9] The settlement of Jiehui’s claims in the tort action is the subject of the court’s May 1, 2026 endorsement: *Wang et al. v. Qi et al.*, 2026 ONSC 2594.<sup>2</sup> The settlement was approved.

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<sup>2</sup> The court approval motion in the tort action came before me in my capacity as the case management judge for the six tort actions, any applications for approval of the settlement of *SABS* claims, and any related proceedings.

[10] In a separate, but related proceeding, the court approved the settlement of a claim advanced against Jiehui, as an out-of-province patient, by the Kingston Health Sciences Centre (“KHSC”). Jiehui was admitted to, and for several months remained a patient of, that healthcare institution following the collision.<sup>3</sup> The terms of the Minutes stipulate that the amount Jiehui is required to pay KHSC is to be paid from the settlement of Jiehui’s SABS claim.

[11] The following relief is requested on the application now before the court:

- a) An order dispensing with the requirement to include in the application record an affidavit from Chunpu, in his capacity as Jiehui’s litigation guardian;
- b) Approval of the settlement of Jiehui’s claim for past and future SABS on the basis of the payment to her of \$626,074.11, together with interest accumulated on that amount since it was deposited in a high-interest account;
- c) Approval of the proposed solicitor-client account, from Nelligan O’Brien Payne LLP, in all-inclusive amount of \$109,845.40 (fees, disbursements, and HST – “the Account”);
- d) Approval of the distribution of the settlement funds as follows:
  - i) \$3,253.48 to be paid to Ontario-based healthcare professionals for services provided to Jiehui between October 2024 and September 2025;
  - ii) \$122,184 to be paid to KHSC pursuant to the court’s March 2025 order in the related proceeding; and
  - iii) \$109,845.40 to be paid to the Firm in full payment of the Account;
- e) Approval of the management, as proposed, of the net settlement funds payable to Jiehui and the interest earned on the settlement funds held in the high-interest account – namely, management by Chunpu in his capacity as Jiehui’s attorney for property; and
- f) Providing for the net settlement funds, payable to Jiehui, in the amount of \$390,791.23, and the interest earned on the settlement funds held in the high-interest account, to be sent by wire transfer to the state-owned bank at which Jiehui does her banking.

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<sup>3</sup> See: *Kingston Health Sciences Centre v. Wang*, (March 9, 2026), Ottawa, CV-26-102763 (S.C.J.).

**a) An Affidavit from the Litigation Guardian is not Required**

[12] The plaintiffs in the five tort actions in which at least one plaintiff is a party under disability brought a motion for an order dispensing with the requirement, pursuant to r. 7.08(4)(a) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, to include an affidavit from the litigation guardians in a motion record filed in support of an approval motion. The relief requested was granted: see *Wang et al. v. Qi et al.*, 2025 ONSC 3839 (“the *Procedural Endorsement*”).

[13] In para. 31 of the *Procedural Endorsement*, the following relief is granted:

1. The requirement, pursuant to r. 7.08(4)(a) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, for the litigation guardian to file an affidavit in support of a motion for court approval of the settlement, and other matters related to the settlement, of a claim advanced on behalf of a party under disability is dispensed with.
2. This ruling applies to and has the same force and effect as if made in each of the Actions. A copy of this ruling and of the order issued in accordance with it shall be filed in the court file for each of the Actions.

[14] It is cost-effective, efficient, and proportionate to follow the same procedure on the application now before the court. For the reasons explained in the *Procedural Endorsement*, which I do not intend to repeat here, I dispense with the requirement for the litigation guardian to file an affidavit in support of the application now before the court. A term to that effect is included in the order made at the conclusion of this endorsement.

**b) The Settlement of Jiehui’s SABS Claim is Approved**

[15] The supporting affidavit filed in accordance with r. 7.08(4)(b) is from John Lundrigan. In his affidavit, Mr. Lundrigan provides a detailed explanation of the factors taken into account when the settlement of Jiehui’s SABS claim was negotiated. Those factors include the following factors:

- Jiehui is now 70 and is believed to have a life expectancy of approximately 18 years;
- The rate at which Jiehui has to date accessed the various types of SABS (medical, rehabilitation, and attendant care) to which she is entitled;
- A comparison of that historical rate to the rate at which it is believed that Jiehui will incur expenses for her care and for housekeeping in the future;
- The cost of personal support and housekeeping services in China is lower than the cost in Canada for the same types of services;

- The challenges Jiehui faces in obtaining documents from Chinese healthcare providers in support of her *SABS* claim;
- The cost to Jiehui for legal services (including translation of documents) that would be required, if her *SABS* claim is not resolved, to assist her in continuing to make submissions to the Insurer for reimbursement of expenses incurred; and
- Chunpu’s intention to manage the net settlement amount payable to Jiehui from the settlement of her *SABS* claim in combination with the net settlement funds paid to Jiehui in tort action.

[16] Based on Mr. Lundrigan’s evidence, I am satisfied that the settlement of Jiehui’s claim for past and future benefits pursuant to the *SABS* is reasonable and in her best interests. The settlement is approved.

***c) The Proposed Solicitor-Client Account is Approved***

[17] The Account, for which the Firm seeks approval, is in the amount of \$109,845.40. The Account is broken down as follows:

|                           |    |           |
|---------------------------|----|-----------|
| Fees                      | \$ | 93,911.11 |
| HST on fees               | \$ | 12,208.44 |
| Disbursements (incl. HST) | \$ | 3,725.85  |

[18] The Firm entered into a contingency fee agreement with Jiehui and Chunpu in June 2018 (“the Agreement”). The contingency fee percentage referred to therein is 25 percent. The Account is not based on the Agreement. The relief requested on the application does not include approval of the Agreement.

[19] In his affidavit, Mr. Lundrigan describes the proposed fees as based on a *quantum meruit* approach. The amount proposed for fees is the equivalent of 15 percent of the total amount of the settlement ( $\$93,911.11 = \$616,074.11 \times 0.15$ ).

[20] Mr. Lundrigan’s supporting affidavit was sworn in January 2026, before the settlement of the tort action and the Firm’s solicitor-client account in that matter were approved<sup>4</sup>. Mr. Lundrigan’s evidence is that when the fees in the tort action, as approved, are added to the fees proposed for the *SABS* claim, the total fees fall below the fees associated with the work docketed by all timekeepers who worked, collectively, on the tort action and the *SABS* claim.

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<sup>4</sup> See *Wang et al. v. Qi et al.*, at paras. 19-30.

[21] In his affidavit, Mr. Lundrigan addresses the challenges involved in representing Jiehui for her SABS claim. Those challenges include the following factors:

- Neither Jiehui nor Chunpu speak English;
- While Jiehui remained in Canada, efforts were made to secure treatment providers and rehabilitation professionals who speak Mandarin;
- Work was done to identify healthcare and rehabilitation professionals in China who are familiar with traumatic brain injury;
- The Insurer is based in the United States and would send payment in U.S. dollars. The monies, once received by the Firm, had to in turn be wired to Jiehui in China;
- KHSC's claim totaled in excess of \$250,000. The Firm negotiated a resolution of that claim for an amount equal to slightly less than 50 percent of the outstanding invoice for services;
- Steps were taken to obtain the December 2024 court order pursuant to which the settlement funds were deposited in a high-interest account; and
- Steps were taken to have Jiehui execute the equivalent in China of a power of attorney for property, in part in support of the proposed management of the settlement funds.

[22] I am satisfied that the proposed fees and HST are reasonable.

[23] The proposed disbursements, including HST, total \$3,725.85. Mr. Lundrigan's evidence is that \$1,074.11 of that amount is for two invoices received from treatment providers and which the Firm paid. The amount of those invoices is a factor in the overall settlement amount. I am satisfied that the proposed disbursements, including HST, are reasonable.

[24] In summary, the Account in the amount of \$109,845.40 is approved.

***d) Distribution of the Settlement Funds***

[25] In his affidavit, Mr. Lundrigan summarizes the services for which the treatment providers' invoices, totaling \$3,253.48, remain outstanding. The services were provided after October 2024, settlement of the SABS claim. The service providers are a Mandarin-speaking case manager, an English-speaking case manager, and a Mandarin-speaking counsellor. I am satisfied that the amounts of the invoices from each of the service providers is reasonable.

[26] The settlement of KHSC’s claim against Jiehui was approved in March 2026. The order made at that time provides for \$122,184 to be paid to KHSC from the settlement of Jiehui’s SABS claim.

[27] The amounts referred to in each of paras. 25-26, above, shall be paid from the settlement of Jiehui’s SABS claim. The Account, approved in para. 24, above, shall also be paid from the settlement of Jiehui’s SABS claim.

***e) The Proposed Management of the Settlement Funds is Approved***

[28] By my calculation, the net amount payable to Jiehui, from the settlement funds deposited in the high-interest bank account, excluding interest earned, is \$390,791.23. That amount is calculated as follows:

|                      |                      |
|----------------------|----------------------|
| SABS settlement      | \$ 626,074.11        |
| Amounts disbursed    |                      |
| Service providers    | \$ 3,253.48          |
| KHSC                 | \$ 122,184.00        |
| The Account          | <u>\$ 109,845.40</u> |
| Total disbursed      | \$ 235,282.88        |
| Net settlement funds | \$ 390,791.23        |

[29] Both Jiehui and Chunpu continue to reside in China. The proposal is for Chunpu to manage the net settlement funds payable to Jiehui. The plaintiffs request relief pursuant to r. 7.09 – approving payment of the net settlement funds other than to the Accountant for the Superior Court of Justice.

[30] Jiehui was 63 years old at the date of the collision. She is now in her early seventies. Based on Mr. Lundrigan’s evidence, addressing Jiehui’s life expectancy, I find that Jiehui’s life expectancy is such that she may live into her late eighties or even her nineties.

[31] It is not possible to purchase a structure in Canada that provides for payments to a resident of China. Plaintiffs’ counsel and Chunpu diligently considered the options available in China for the management of the net settlement funds. They consulted with and obtained assistance from lawyers in China with expertise in the requisite areas of the laws of China.

[32] Those same lawyers in China assisted Jiehui and Chunpu, in 2025, to have Jiehui grant Chunpu the equivalent in China to a power of attorney for property in Ontario.

[33] In his capacity as Jiehui's litigation guardian in this proceeding, and, more generally, Jiehui's primary caregiver and 'attorney for property', Chunpu proposes to invest the net settlement funds in a series of staggered six-year investments with a state-owned bank in China. The intention is that the six-year duration of the investments will provide a good rate of interest. Staggering the investments will provide Jiehui and Chunpu with flexibility in the management of the funds and access to funds required for unexpected expenses. Investing the funds with a state-owned bank minimizes the risks associated with uncertainties in the financial and banking system(s) in China.

[34] I pause to note that the proposed management of the net settlement funds payable to Jiehui from the settlement of the *SABS* claim is the same type of management proposed, and approved by this court, in the related tort action.<sup>5</sup>

[35] I am satisfied that the proposed management of the net settlement funds payable to Jiehui is reasonable and in her best interests. The proposal is approved and the relief requested pursuant to r. 7.09 is granted. The order made at the conclusion of this endorsement includes a term providing for the net settlement funds to be sent by wire transfer to the state-owned bank in which Jiehui does her banking.

[36] As has been mentioned several times in this endorsement, interest continues to be earned on the \$626,074.11 in settlement funds (i.e., as deposited in a high-interest bank account pursuant to the terms of the court's December 2024 order). The interest earned belongs to Jiehui. The amount of interest earned shall also be sent by wire transfer to the state-owned bank at which Jiehui does her banking.

### ***Disposition***

[37] The court makes the following order:

1. The requirement, pursuant to r. 7.08(4)(a) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, for the litigation guardian to file an affidavit in support of an application for court approval of a settlement for a party under disability and other matters related to the settlement, is dispensed with.

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<sup>5</sup> *Wang et al. v. Qi et al.*, at paras. 34-40.

2. That the settlement of Jiehui Wang's claim for past and future Statutory Accident Benefits, under file no. 910160151039 with the respondent, Safety Insurance Company, arising from the June 2018 motorcoach collision on Highway 416 in Ontario, Canada, in the amount of \$626,074.11, plus a further sum in an amount to be determined, the latter representing the interest accrued on the aforesaid amount, is approved.
3. The solicitor-client account of Nelligan O'Brien Payne LLP ("the Firm") to Jiehui Wang, in the amount of \$109,845.40, inclusive of fees, disbursements, and HST, is approved and shall be paid from the settlement funds referred to in paragraph 2, above, which funds were previously paid by the respondent, Safety Insurance Company.
4. The following payments shall be made from the funds referred to in paragraph 2, above, which funds were previously paid by the respondent, Safety Insurance Company:
  - a) The sum of \$3,253.48 shall be paid in satisfaction of the invoices of the treatment providers whose services are addressed at paragraph 41 of the affidavit of John Lundrigan sworn on January 26, 2026, filed in support of this application; and
  - b) The sum of \$122,184.00 shall be paid to the Kingston Health Sciences Centre in satisfaction of the March 9, 2026, order made in Court file no. CV-26-102763.
5. Following payment of the Firm's account, pursuant to paragraph 3, above, and the disbursement of funds pursuant to paragraphs 4(a) and (b), above, the net settlement funds payable to Jiehui Wang, in the amount of \$390,791.23, and all interest earned on the settlement funds deposited in a high-interest bank account, shall be paid to Jiehui Wang, from the funds previously paid by the respondent, Safety Insurance Company, to be managed by Chunpu Dai, by sending a wire transfer or wire transfer(s) to the Industrial and Commercial Bank of China, Suzhou branch ("the Bank"), after State Administration of Foreign Exchange ("SAFE") pre-approval is obtained, the latter as and if required by the Bank.
6. The application is otherwise dismissed without costs.

[38] I thank plaintiffs' counsel for the detailed materials filed on the application.

**Released:** June 2, 2026

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Madam Justice Sylvia Corthorn

**CITATION:** *Wang v. Safety Insurance Company*, 2026 ONSC 3237  
**COURT FILE NO.:** CV-26-102753  
**DATE:** 26/06/02

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

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Chunpu Dai)

Applicant

**-and-**

SAFETY INSURANCE COMPANY

Respondent

**COUNSEL:** Jessica Fullerton, for the applicant  
Crystal Schulze, for the respondent

**HEARD:** In Writing

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**ENDORSEMENT**

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Madam Justice Sylvia Corthorn

**Released:** June 2, 2026