IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Lewis v. WestJet Airlines Ltd.,* 2026 BCSC 1547

Date: 20260810
Docket: S162957
Registry: Vancouver

Between:

Mandalena Lewis

Plaintiff

And

WestJet Airlines Ltd.

Defendant

Before: The Honourable Justice J. Hughes

Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiff:	K. Brooks, K.C. T. Dickson S. Alikhani
Counsel for the Defendant:	J. Mitchell J. Lebo I. Bailey E. Cartier
Counsel for the Objectors, A.H., M.K., L.P., C.T., J.W., S.W. and B.B.:	A. Eckart J. Rocha, Articled Student
Counsel for the Objector, A.Z.:	S. Lin
Place and Dates of Hearing:	Vancouver, B.C. January 6, 9, February 18-19, May 7-8, 25 and July 27, 2026
Place and Date of Judgment:	Vancouver, B.C. August 10, 2026

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Overview

[1] The plaintiff in this class action seeks approval of a settlement pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 [*CPA*] and approval of class counsel fees and disbursements pursuant to s. 38 of the *CPA*.

[2] The central allegation in the underlying action is that the respondent, WestJet Airlines Ltd. ("WestJet"), systematically breached its employment contracts with flight attendants by failing to have an anti-harassment program in place and respond to and investigate harassment complaints (the "Anti-Harassment Promise"). The plaintiff's claim is framed entirely in breach of contract. She alleges that WestJet benefitted from its breach of contract by way of the cost savings that resulted from not fulfilling the Anti-Harassment Promise. The plaintiff seeks disgorgement of WestJet's cost savings as a remedy for the alleged breach of contract.

Procedural History

[3] The notice of civil claim was filed on April 4, 2016. In February 2017, WestJet applied to strike the claim on the basis that it did not disclose a cause of action. That application was dismissed in December 2017: *Lewis v. WestJet Airlines Ltd.*, 2017 BCSC 2327. WestJet's appeal was subsequently dismissed in February 2019: *Lewis v. WestJet Airlines Ltd.*, 2019 BCCA 63. WestJet's subsequent application for leave to the Supreme Court of Canada was denied: 2019 CanLII 64825 (S.C.C.).

[4] In May 2019, the plaintiff filed an Amended Notice of Civil Claim. WestJet's Amended Response to Civil Claim was also filed in 2019. The certification application was in November 2020 and dismissed in February 2021. However, the plaintiff appealed and the action was certified by the Court of Appeal: *Lewis v. WestJet Airlines Ltd.*, 2022 BCCA 145. The certified common issues are as follows:

1) During the Class Period, was the Anti-Harassment Promise, as defined in the Amended Notice of Civil Claim, a term of WestJet's employment contract with each Class Member?

2) Did WestJet fail to implement and enforce the Anti-Harassment Promise throughout the Class Period and, in doing so, breach Class Members' employment contracts?

3) If yes, did WestJet save costs through its deficient performance of the Anti-Harassment Promise during the Class Period?

4) If yes, is the Class entitled to disgorgement of the costs savings identified in (3)?

5) If the answer to (2) is yes, does WestJet's conduct justify punitive damages?

6) If yes, what amount of punitive damages should be awarded against WestJet?

[5] The certified class consists of 3,593 current and former female flight attendants employed by WestJet from April 4, 2014 to February 28, 2021.

[6] This action spanned a decade. It was hard fought at every turn and set for an eight-week common issues trial in February 2026. In June 2025, the parties engaged an experienced mediator and participated in a two-day mediation in mid-December 2025. The mediation involved lengthy and hard-fought negotiations conducted in good faith. Although the mediation did not conclude in an agreement, discussions continued and the parties ultimately reached an agreement in principle in mid-January 2026.

Notice to Class Members

[7] Class counsel initially notified the class of the agreement in principle on January 13, 2026. A "Notice of Proposed Settlement" was then emailed to class members on January 16, 2026. However, the settlement agreement was not yet finalized—this was not done until February 5, 2026—and the form of notice had not been approved by the Court. Most importantly, the notice of proposed settlement did not advise class members that they were required to provide a release or the scope of that release.

[8] The January 16, 2026 notice also gave class members until February 9, 2026 to opt out, but as noted, the settlement agreement was not finalized until February 5,

2026 and not made available to the class until February 6, 2026 at the earliest, giving them only three days to consider their position. The plaintiff had scheduled a settlement approval hearing for February 19-20, 2026. Given the lack of court approval of the notice of settlement, the significant defects therein in terms of failure to mention the release, and the exceedingly short notice period given to the class, the settlement approval hearing could not proceed as scheduled.

[9] Rather, at the February 19, 2026 hearing, the Court approved a revised form of notice and ordered appropriate timelines for class members to review and consider the settlement. The settlement approval hearing was rescheduled to May 7-8, 2026. A continuation was required, and the settlement approval hearing eventually concluded on July 27, 2026.

[10] I am satisfied that information about the proposed settlement was widely disseminated amongst class members and that there has been sufficient notice to the class for the purpose of s. 19 of the *CPA*.

[11] A total of thirteen class members submitted objections, eight of which had been made following the January 2026 Notice of Proposed Settlement. The objections represent approximately 0.4% of the class. There were also 135 opt outs, leaving 3,458 remaining class members.

Settlement Approval

[12] Under s. 35 of the *CPA*, class proceedings may only be settled with the approval of the court. The test is set out in the jurisprudence rather than in the CPA itself. The settlement must be “fair and reasonable and in the best interests of the class as a whole”: *Cardozo v. Becton, Dickinson and Company*, 2005 BCSC 1612 [*Cardozo*] at para. 16. The Court does not dissect the proposed settlement with an eye to perfection. Rather, the settlement “must fall within a range or zone of reasonableness to be approved”: *Bodnar v. The Cash Store Inc.,* 2010 BCSC 145 at para. 17.

[13] The court cannot modify the terms of a negotiated settlement; it can only approve or reject it: *Jones v. Zimmer GMBH*, 2016 BCSC 1847 [*Jones*] at para. 37.

[14] The following ten factors are commonly considered in determining whether a settlement should be approved (*Jones* at paras. 42 and 47; *Cardozo* at para. 17):

1. the likelihood of recovery, or the likelihood of success;
2. the amount and nature of discovery evidence;
3. settlement terms and conditions;
4. recommendations and experience of counsel;
5. future expense and likely duration of litigation;
6. recommendations of neutral parties, if any;
7. number of objectors and nature of objections;
8. presence of good faith and absence of collusion;
9. degree and nature of communications by counsel and the representative plaintiffs with class members during litigation;
10. information conveying to the court the dynamics of and the positions taken by the parties during the negotiation.

[15] These factors should be viewed as guidance in the Court's determination of what is fair and reasonable rather than as a checklist. Some factors may be attributed greater significance, while others may be disregarded or amalgamated depending on the nature of the facts in each case: *Cardozo* at para. 18.

[16] The onus is on the parties proposing the settlement to satisfy the Court that it is fair, reasonable, and in the best interests of the class as a whole: *Jones* at para. 45. The settlement must be assessed by reference to the claim that was actually advanced and the legal and evidentiary uncertainties it presented, not an idealized version of the case: *Kett v. Kobe Steel*, *Ltd*., 2020 BCSC 1977 at para. 27.

[17] There is a strong presumption of fairness where a settlement has been negotiated at arm's length, because experienced class counsel is in a unique position to assess the risks and rewards of the litigation, such that their recommendation is to be given considerable weight by the reviewing court: *Jones* at para. 36.

Terms of the Settlement Agreement

[18] The material terms of the settlement agreement are as follows:

a) WestJet will pay a total settlement amount of $4,500,000, without any admission of liability, inclusive of counsel fees, disbursements, applicable taxes, any Court-approved honorarium for the representative plaintiff, and administration costs;

b) the remaining funds after payment of approved fees, disbursements, taxes, administration costs, and any honorarium be distributed equally among eligible class members;

c) Any funds remaining after the payment of claims to eligible class members will be distributed as a *cyprès* award to the Law Foundation of British Columbia;

d) WestJet will fund and retain an independent and qualified third-party consultant to conduct a workplace assessment examining the prevalence of harassment, the extent of underreporting, and the effectiveness of reporting and response systems, including how those systems can be improved. The consultant will report to WestJet, and a summary of the assessment findings will be shared with employees; and

e) Class members who did not opt out will provide a release of claims in favour of WestJet, which release does not include any tort claims against natural persons, including claims for sexual assault, sexual battery, or other intentional sexual misconduct. Class members retain the right to pursue such claims, to the extent they exist and are not otherwise barred by law.

[19] The estimated net amount available for distribution to class members is approximately $1,610,366, resulting in an estimated *per-capita* distribution of approximately $465 per eligible class member.

[20] The plaintiff submits that the settlement agreement is fair and reasonable and in the best interests of the class. The plaintiff emphasizes the low likelihood of success and high litigation risk faced by the class and the arm's-length nature of the negotiation. WestJet supports the plaintiff's application to approve the settlement and likewise says that it is fair and reasonable in the circumstances.

[21] Common themes amongst the objectors include inadequate notice and lack of communication with class members, overbreadth of the release, a perceived lack of meaningful compensation for class members, a perceived lack of meaningful and accountable non-monetary relief. Some objectors also say the fees sought by class counsel are unreasonable because they perceive the fees sought to be disproportionate to the results achieved for the class.

Is the proposed settlement agreement fair and reasonable and in the best interests of the class as a whole?

[22] For the reasons that follow, I conclude that the settlement is fair and reasonable, and in the best interests of the class as a whole, and that it falls within the zone of reasonableness.

Likelihood of recovery and success

[23] In terms of likelihood of recovery and success, the plaintiff alleged that WestJet systemically failed to implement and enforce a contractually binding anti-harassment system and derived an economic benefit from that failure. The plaintiff's framing of the case in this manner was necessary to enable the claim to be certified, but by consequence, advanced a novel theory of contractual liability and damages that carried inherent legal and evidentiary uncertainty. Success would have required proof of each of the multiple contractual terms alleged to comprise the Anti-Harassment Promise and their breach.

[24] Even if liability was established, the legal availability of disgorgement as a remedy was particularly uncertain and—as the nature and extent of the expert evidence marshalled by the parties demonstrated—quantification posed an even

greater challenge. The plaintiff faced significant challenges at each stage of her claim, and required extensive systemic and expert evidence in support thereof.

[25] The class period also spanned a seven-year time frame, during which WestJet made material changes that posed further challenges to the plaintiff's ability to prove their claim in the later years. More specifically, shortly after the claim was filed, WestJet engaged Ernst & Young who provided a report that identified various issues and in response to which WestJet made material improvements to its processes and procedures. The plaintiff acknowledged in the course of the settlement approval hearing that these changes made her case all the more challenging.

[26] The settlement was not reached early in the litigation, but rather on the eve of a 38-day common issue trial after the parties had marshalled a fully developed evidentiary record. Document production spanned many years and included thousands of documents, and the plaintiff served 11 expert reports, and WestJet delivered multiple responsive reports. Discovery was hotly contested throughout the pre-trial period, resulting in multiple applications before the court. There is no doubt that had the trial proceeded, it would have been a lengthy and expensive endeavour.

[27] There is also no suggestion of collusion or that the settlement reflects anything other than hard-fought negotiations conducted in good faith. Indeed, it was only achieved shortly before trial and with the assistance of an experienced mediator, and former justice of this Court, Stephen Kelleher, K.C.

Settlement terms

[28] In terms of money value, the settlement falls towards the higher end of WestJet's expert's quantification range of $2.5 to $5.4 million, but well below the plaintiff's expert's quantification of $27 million. That said, the plaintiff's expert's quantification was unlikely to prevail as he failed to deduct costs actually incurred by WestJet to fund the anti-harassment measures that were in place over the class period. I agree with the plaintiff that given the uncertainty she faced at every stage of the analysis, including the legal uncertainty surrounding the availability of

disgorgement as a remedy and the cost and duration of a 38-day trial, the settlement amount is well within the range of reasonableness.

[29] The breadth of the release and inconsistencies between the definition of "released claims" contemplated in the settlement agreement and that found in the form of release appended thereto as Schedule D were initially a matter of particular concern to both the Court and some objectors. However, by the time the parties appeared to conclude the settlement approval hearing in July 2026, the form of release in Schedule D had been revised—and fresh notice given to class members—to be consistent with the language in the settlement agreement.

[30] Certain objectors also initially raised concerns that there was no accountability from WestJet in relation to the non-monetary component of the settlement in that it was not required to disclose the results of the independent review. This was addressed in the course of the February 2026 hearing by WestJet agreeing to share a summary of the report with employees.

Number and nature of objections

[31] There are 13 objectors, representing about 0.4% of the class. In other instances, objection rates higher than this have been characterized as "low": see e.g., *Jones* at para. 47. While there were aspects of the objections that may have weighed against approval when the matter first came before me in February 2026, those issues have since been addressed by the parties. I find that in its present form the settlement addresses the concerns raised by some objectors as to the scope of the release and increased transparency in relation to the non-monetary component of the settlement

[32] Other aspects of the objections, in my view, reflect a lack of appreciation of the nature of the claim as certified and the significant hurdles faced at each stage thereof. This litigation was limited in its scope to a contractual claim and a novel theory of damages by way of disgorgement. It was not about individual allegations of sexual assault and not intended to provide compensation for personal injury.

[33] While some objectors took issue with a perceived lack of communication with class members, I am satisfied that the degree and nature of communication with the class was reasonable. Class counsel maintained a dedicated website, conducted surveys and focus groups, held town halls, and responded to class member inquiries. The representative plaintiff also remained in contact with class members, received communications from them directly, and engaged independently with their experiences and concerns.

[34] I also note that while the initial objections with respect to inadequate notice of the settlement were well-founded, that issue was remedied by way of the February 2026 settlement approval hearing being adjourned to May 2026, with fresh, court-approved, notice being provided to the class.

Distribution mechanism

[35] Finally, some objectors took issue with the hybrid *pro rata* and *cyprès* distribution mechanism contemplated in the settlement agreement. This does appear to be an unusual approach to distribution of settlement funds.

[36] In the objectors' submission, *pro rata* distribution of the entire amount among those class members who file a claim would maximize the compensation for each class member. In their view, it would be more appropriate to distribute all the available settlement funds between class members with valid claims, rather than limit each class member to a *pro rata* portion of the settlement funds. Assuming not all class members file claims or some claims are invalid, this could materially increase the amount received by claiming class members. The objectors' position is not without merit. This is not a case with an exceptionally large class and negligible individual claims, and individual distribution is practicable.

[37] However, in the parties' submissions, the proposed distribution mechanism is consistent the plaintiffs' theory of the case, which was advanced and certified as a systemic contractual claim, not a claim for individualized damages. They say that in this context, an equal distribution of the net settlement amount is consistent with all

class members allegedly having been deprived of the same contractual benefit, regardless of whether they personally experienced or reported harassment.

[38] In the end, the parties agreed to the hybrid distribution contemplated in the settlement agreement and I am not permitted to change its terms. I must approve or reject the settlement agreement as a whole, and am not satisfied that the hybrid distribution mechanism takes it out of the range of reasonableness. That said, the present circumstances are not reflective of those in which *cyprès* distributions are customarily approved and my approval of the settlement should not be taken as endorsing such an approach in future cases.

[39] Accordingly, after considering the objections and the relevant factors, I am satisfied that the settlement is fair and reasonable and in the best interests of the class as a whole, and that it falls within a zone of reasonableness. The settlement is therefore approved under s. 35 of the *CPA*.

Approval of Fees and Disbursements

[40] Section 38(2) of the *CPA* requires that counsel fees and disbursements be approved by the Court.

[41] The Court's task in approving the fees sought by class counsel is to ensure that these fees are fair and reasonable while also ensuring that class counsel is appropriately compensated for the challenges and risks associated with taking on class action litigation: *Watt v. Health Sciences Association of British Columbia*, 2020 BCSC 280 at para. 45. However, fees should not be so high as to create a public perception that the litigation solely benefits counsel: *Kett* at para. 59. There is an onus on the applicant to show that the fees are reasonable: *Murphy v. Mutual of Omaha*, 2000 BCSC 1510 at para. 44. Likewise, disbursements must be reasonable, appropriate, and incurred for the benefit of the class: *Sherry v. CIBC Mortgage Inc.*, 2022 BCSC 676 at para. 44.

[42] The factors that the Court is expected to consider in assessing the reasonableness of both fees and disbursements are well-settled and include:

a) the time expended by the solicitor;

b) the legal complexity of the matters to be dealt with;

c) the degree of responsibility assumed by the solicitor;

d) the monetary value of the matters in issue;

e) the importance of the matter to the client;

f) the degree of skill and competence demonstrated by the solicitor;

g) the results achieved;

h) the ability of the client to pay;

i) the client's expectations as to the amount of the fee;

j) the risk undertaken by counsel, including the risk that the action might not be certified;

k) the position of any objectors; and

l) fees in similar cases.

See *Pro-Sys Consultants Ltd. v. Infineon Technologies AG*, 2014 BCSC 1936 [*Pro-Sys*] at para. 56; *McLean v. Cathay Pacific Airways Limited*, 2021 BCSC 1456 at para. 48; and *Cardoso v. Canada Dry Mott's Inc.*, 2020 BCSC 1569 at para. 20 with respect to disbursements.

[43] Class counsel seeks approval of:

a) fees of 35% of the settlement amount after administration fees, which would result in a fee of approximately $1,527,750, plus taxes;

b) disbursements in the amount of $1,130,496, including taxes; and

c) an honorarium of $20,000 for the representative plaintiff.

[44] If these payments are approved as sought, this would leave approximately $1,610,366 in settlement funds to be distributed *pro rata* to the 3,458 class members, resulting in a payment of $465 to each eligible class member.

[45] Class counsel submits that the role of the Court under s. 38 of the *CPA* is supervisory. This is uncontroversial. However, fee approval is not a rubber-stamping exercise. I must carefully assess the reasonableness of the fees and disbursements sought according to the relevant factors set out above.

Fees

[46] Class counsel seeks approval of a contingency fee of 35%, as set out in the retainer agreement. Counsel submits that the proposed fee is justified by the exceptional risk, duration, and complexity of the matter.

[47] Contingency fees awarded to class counsel in British Columbia typically range from 15% to 33%: *Pro-Sys* at para. 56. However, fees of 35% have also been awarded, usually in circumstances where the settlement amount is significantly lower than here, such that a higher percentage of fees was required to appropriately compensate counsel: see e.g. *Kidd v Venue Financial Ltd*., 2017 BCSC 1612 at paras. 25-28; *Tracy v. Instaloans Financial Solutions Centres (B.C.) Ltd.* 2015 BCSC 2138 at paras. 22-26; *Bodnar v. Community Savings Credit Union,* 2023 BCSC 934 at para. 18.

[48] The contingency fee agreement clearly sets out the 35% fee and was executed both at the outset of the claim, and again in 2024, post-certification and after the weaknesses in the claim had been judicially articulated. I am satisfied that the 35% fee reflects an informed and continued agreement on the part of the representative plaintiff.

[49] Class counsel recorded over 10,000 hours in 10 years of litigation and advise that the value of that time at historical rates is approximately $3.7 million. Measured against docketed time, the requested fee represents approximately 41% of imputed

value. The proposed fee would thus see class counsel recover approximately half the value of the time expended in advancing this proceeding.

[50] When considering the degree of skill and competence of the solicitor, courts in this province have typically considered their particular experience in the specialized field of class action litigation: see e.g., *Cardozo* at para. 27; *Kidd* at para. 26; and *McLean* at para. 51. This was Ms. Brooks' first class action as lead counsel, which manifested in inefficiencies, particularly within this settlement approval process, as outlined above.

[51] Nonetheless, Ms. Brooks has substantial experience in respect of the substantive matters in issue here, namely discrimination and sexual harassment, and in acting as counsel on lengthy, and complex multi-party litigation. She pursued a novel and complex claim over a decade of litigation and obtained a settlement that included both monetary and non-monetary components in circumstances where there was significant risk of no recovery at all.

[52] This claim was a matter of importance to the class and allowed for WestJet to be held accountable to its workforce. I agree with class counsel that the resulting behaviour modification through the workplace assessment and the monetary compensation reflect an excellent result—particularly given the significant risk of no recovery—that aligns with the level of importance of the matter to the class.

[53] While some of the objectors argue that the settlement funds remaining after the legal fees and disbursements are subtracted do not provide for meaningful compensation, this is not the relevant comparison. A similar comparison between class recovery and counsel fees was rejected in *Douez v Facebook, Inc*., 2024 BCSC 653, where Justice Iyer (as she then was) noted that the fee reflects the time, effort, and financial risk assumed by counsel in advancing a claim that could have failed entirely, whereas the class recovery reflects the merits and risks of the underlying claim:

> [38] Approximately 52 people objected to counsel fees, whether alone or together with other objections. Understandably, none referred to the legal

> factors I have reviewed or to the fact that the claim only sought nominal damages, which means that the court was not going to be asked to quantify and compensate based on the harm suffered by each class member. Many objectors contrasted the $17 million in counsel fees with the nominal amounts they expect to receive. However, that is not a fair comparison. The counsel fee represents the time, effort and money spent by class counsel over 12 years on a claim that could well have been dismissed. Other than Ms. Douez, the class members took no risks and spent no money on the litigation. It was for their benefit.

[54] In my view, the same reasoning applies here. As class counsel notes, the settlement amount reflects the strength of the plaintiff's claim, the defenses raised by WestJet, and the limits of recoverable damages. The fee reflects the cost and risk of advancing this litigation over the span of 10 years on a fully contingent basis.

[55] I am satisfied that the proposed fee is fair and proportionate particularly considering the duration of this action and the risk assumed by counsel. Counsel invested substantial time and resources in this proceeding over the span of a decade with no guarantee of recovery. Had the claim failed, counsel would have received no fees and would have borne the loss of those investments. The fee reflects a proportionate outcome given the circumstances.

Disbursements

[56] I am satisfied that the disbursements claimed are reasonable, appropriate, and were incurred for the benefit of the class.

[57] The disbursements incurred for expert reports were significant in that they totalled approximately $900,000. The expert record was substantial and multidisciplinary. The plaintiffs alone served eleven expert reports across several disciplines, including workplace investigations, harassment-prevention program design, organizational culture, aviation operations, and economic costing. The expert reports were, in my view, necessary and proportionate given the nature of the claim advanced, which required expertise across multiple, non-overlapping, disciplines.

[58] The largest components of expert disbursements related to Rachel Turnpenney and Bradley Heys. Ms. Turnpenney's report provided the framework for the plaintiff's theory of liability in both assessing what an effective anti-harassment program would require for WestJet and whether WestJet's program met those standards over the class period, and the economic modelling in support of disgorgement. Mr. Heys in turn developed an economic model to estimate the cost of implementing an effective anti-harassment program. It is clear that their work went directly to the core certified issues and was essential to advancing the claim to mediation and trial.

[59] I am satisfied that the expert evidence marshalled by the plaintiff was necessary in order to reach a settlement. Absent the experts' work, there likely would have been no recovery for the class through either mediation or trial.

Honorarium for the representative plaintiff

[60] An honorarium of $20,000 is sought for the representative plaintiff, Ms. Lewis. Class counsel submits that the requested honorarium is modest, proportionate to the duration and responsibility undertaken, and within the range approved in comparable cases.

[61] A representative plaintiff is not required to provide services of special significance beyond the usual responsibilities under the *CPA* in order to be entitled to an award: *Parsons v. Coast Capital Savings Credit Union*, 2010 BCCA 311 at para. 20. However, to protect against the potential for a representative plaintiff to act in self-interest, contrary to the interests of class members, the representative plaintiff must establish that the settlement presented is in the interests of the class as a whole and that they have fulfilled all the duties assumed by taking on that special role.

[62] The Court must also ensure that the amount of any honorarium is not disproportionate to the benefit derived by the class members, or to the effort of and risks assumed by the representative plaintiff: *Parsons* at para. 19. The usual range of compensation for representative plaintiffs in British Columbia is $1,500 to

$10,000: see e.g., *Poulus v. WestJet Airlines Ltd.*, 2024 BCSC 2484; *Wolfe v. Hyundai Auto Canada Corp.*, 2025 BCSC 2670.

[63] I am also satisfied that Ms. Lewis has been actively involved and fulfilled her duties throughout the litigation. She committed significant time and energy to the litigation including by:

a) instructing counsel, reviewing pleadings, affidavits, expert reports, and settlement materials;

b) participating in discovery and mediation; and

c) engaging with current and former flight attendants regarding their experiences and the ongoing legal proceeding and conducting in-depth fact-finding interviews with a subset of these individuals in preparation for discovery.

[64] I also accept that acting as representative plaintiff had a significant personal impact and emotional toll on her as it required her to revisit and relive personal trauma, and that of other class members. Accordingly, I am satisfied that the circumstances justify a substantial honorarium.

[65] However, and with all due respect to Ms. Lewis and the significant amount of time and effort she has invested, I am unable to conclude that the facts of this case are sufficiently exceptional to depart from the usual range of honoraria awarded by this Court. Class counsel notes that an honorarium of $25,000 was awarded in *Matthews v La Capitale Civil Service Mutual* (12 December 2022), Vancouver S-1810216 (B.C.S.C.). Unfortunately, there do not appear to be any reasons for judgment available to explain the circumstances which must have warranted a significant departure from the weight of the jurisprudence. Honoraria of $10,000 have more commonly been granted in circumstances similar to the case at bar, including where a representative plaintiff was actively involved in the matter and endured personal hardship: see e.g., *Jones* at paras. 30, 62; *Wolfe* at paras. 75–76.

[66] I also remain cognizant that an honorarium is not to be disproportionate to the benefit derived by the class members. In my view, an honorarium of $20,000 would leave an impression that Ms. Lewis was receiving a benefit disproportionate to the benefits derived for the class as a whole.

[67] Accordingly, having considered Ms. Lewis's contribution and all of the circumstances, I conclude that an honorarium of $10,000 appropriately recognizes her contributions to the result achieved.

Conclusion

[68] In the result, the settlement and disbursements are approved. Class counsel's fee is set at 35% and Ms. Lewis is awarded an honorarium of $10,000.

[69] The form of orders will reflect those provided by class counsel with the modifications necessary to reflect the amount of the honorarium.

"Hughes J."