

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Larence v. Honk Mobile Inc.*,
2026 BCSC 1489

Date: 20260729
Docket: S245665
Registry: Vancouver

Between:

Tyson Larence

Plaintiff

And

Honk Mobile Inc.

Defendant

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

Before: The Honourable Justice S. Ramsay

Oral Reasons for Judgment

Counsel for Plaintiff:

J. Giovannetti
S. Turner

Counsel for Defendant:

M. Churilov
E.M. MacKinnon

Place and Date of Hearing:

Vancouver, B.C.
July 14, 2026

Place and Date of Judgment:

Vancouver, B.C.
July 29, 2026

Introduction

[1] In this class proceeding, the representative plaintiff, Tyson Larence, seeks approval of settlement, with the consent of the defendant, Honk Mobile Inc.

[2] The plaintiff also seeks approval of counsel fees and a small honorarium paid to Mr. Larence out of class counsel fees. Honk Mobile takes no position on those orders sought by the plaintiff.

Background

[3] Honk Mobile operates a technology platform through which people can, among other things, purchase parking from various third-party parking operators whose products are available on Honk Mobile's platform.

[4] The plaintiff brings this action on behalf of all persons located in Canada who used the Honk Mobile platform between June 23, 2022, and July 24, 2024, to pay for parking and, in doing so, paid a service fee. The plaintiff alleges that Honk Mobile engaged in conduct contrary to the *Competition Act*, R.S.C. 1985, c. C-34, and was unjustly enriched by failing to disclose the service fee in the initial price representation and then adding the fee later in the purchasing process. Honk Mobile denies the allegations and has not admitted any wrongdoing or liability.

[5] The plaintiff filed the Notice of Civil Claim on August 19, 2024. Honk Mobile filed its Response to Civil Claim on July 29, 2025. With the assistance of a mediator, the parties engaged in settlement negotiations. They ultimately reached a settlement agreement in principle on February 11, 2026, and signed a settlement agreement on April 1, 2026.

[6] On April 15, 2026, I ordered that this action be certified for settlement purposes only and I approved notice to the class members.

The settlement

[7] Under the settlement agreement, Honk Mobile will provide settlement benefits with a total value of \$463,120. Of that, \$347,340 will fund a credit of \$0.35 for each

class member. There will be no claims process; the credit will be distributed directly to class members as an individualized promotional code, expiring December 31, 2027, which class members can apply at checkout on Honk Mobile's platform. Honk Mobile will bear the cost and effort of distributing the credits.

[8] Subject to court approval, the remaining \$115,780 of the settlement benefits is payable to plaintiff's counsel on account of class counsel fees. The proposed honorarium is to be paid out of the class counsel fees.

[9] The settlement agreement provides for a release of claims and dismissal of this action with prejudice and without costs, with no admission of liability.

Notice

[10] Notice has been provided to class members in the approved manner: Honk Mobile provided notice in English and French by direct email to those class members for whom Honk Mobile had a verified email address, and class counsel posted the long form notice on its website.

[11] Honk Mobile was able to widely disseminate notice, because it had email addresses for approximately 92% of the class members. Honk Mobile confirms successful delivery of 98.2% of the email notices it sent. Accounting for the 1.8% undeliverable rate, the evidence establishes that a delivered email notice reached more than 90% of the approximately 992,400 total class members. In summary, the breadth of the direct email reach is very high, as is the rate of successful delivery.

[12] Counsel acknowledge that of the emails successfully delivered, only 14.798% were recorded as having been opened. However, I agree with their submission that sufficiency of notice under s. 19 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 [CPA] does not turn on confirmation that class members opened or read the notice, which is a variable over which the representative plaintiff and the defendants have no control.

[13] Further, email was not the only means of providing notice. Long-form notice in both English and French was also posted online on class counsel's website.

[14] In the circumstances of this case, I am satisfied that the wide dissemination of direct email notice to class members in combination with online posting of the long-form notice was sufficient for the purposes of s. 19 of the *CPA*.

Settlement approval

[15] Under s. 35 of the *CPA*, a class proceeding may be settled only with approval of the court. Once approved, the settlement binds every class member who has not opted out of the proceeding.

[16] The test for settlement approval is well-established and not controversial. The standard is reasonableness, not perfection: the court must be satisfied that the settlement that the parties have reached is fair and reasonable and in the best interests of the class as a whole: *Chun v. Vancouver Whitecaps FC LP*, 2026 BCSC 566 at para. 13.

[17] Relevant factors to consider in assessing the reasonableness of a settlement include (a) the likelihood of recovery or success; (b) the amount and nature of discovery evidence; (c) the settlement's terms and conditions; (d) the recommendation and experience of counsel; (e) the future expense and likely duration of the litigation; (f) the recommendation of any neutral parties; (g) the number of objectors and the nature of their objections; (h) the presence of good faith and the absence of collusion; (i) the degree and nature of communications by counsel with class members; and (j) information conveying the dynamics of, and positions taken during, the negotiations: *Chun* at para. 14.

[18] Applying these factors, I find that the settlement in this case is fair, reasonable, and in the best interests of the class, for the following reasons.

[19] The likelihood of recovery or success is uncertain in this case. The claims advanced by the plaintiff raise novel questions under the *Competition Act* on which there is limited merits jurisprudence. I find there is genuine litigation risk associated with the claim and the plaintiff's ultimate prospect of recovery. The settlement was reached in the context of that risk.

[20] The settlement was the product of good faith, arm's length negotiations between experienced counsel. It was reached with the assistance of a neutral mediator. Counsel explained the dynamics of the negotiations and the considerations that informed their respective positions, with an emphasis on litigation risk and financial uncertainty associated with Honk Mobile's status as a relatively new company. There is nothing to suggest the settlement was the product of collusion.

[21] The settlement avoids the delay and financial costs associated with litigating a class proceeding and provides class members with timely resolution of their claims.

[22] While the amount received by each class member is small, I accept counsel's submission that it corresponds to the modest individual value of the claims. In the context of this proceeding, I find that the amount received by each class member is reasonable. Further, I find that the terms and conditions of settlement are favourable to class members in two significant respects. First, class members who have not opted out will receive their share of the settlement by direct distribution, which avoids having to participate in a claims process. Second, the settlement benefits will be received directly by class members, as compared to the potential alternative of a *cy-prés* distribution.

[23] As of the applicable deadline, class counsel had received 92 opt-out elections and 2 objections. The first objector takes issue with the amount of the settlement, describing it as "almost laughable". While not entirely clear from the objection, the focus of the objection seems to be on the amount received by each individual class member, as opposed to the total settlement amount to be paid by Honk Mobile. As I have already said, I consider the amount received by each individual class member to be reasonable in the circumstances of this case.

[24] The first objector also suggests that the settlement is not an appropriate "penalty for breaking the law". Their objection to what they perceive as more lenient treatment of corporations versus individuals who break the law appears to be

directed at criminal law consequences, and is therefore not relevant to this proceeding, which is a civil claim.

[25] The second objector prepared a thoughtful two-page statement of their concerns with the settlement.

[26] First, the second objector also takes issue with the settlement amount per class member; I have already addressed this concern and will not repeat my comments here.

[27] The second objector adds that they believe the distribution of the settlement by way of promotional code will discourage class members from redeeming their credits, because of the effort involved. The objector suggests that the credits should instead be applied automatically to all class members' accounts.

[28] The difficulty with the second objector's suggestion is that their proposed method of distribution is not technologically possible on Honk Mobile's current platform, which does not allow for credits to automatically be applied to an individual's account. The evidence establishes that for Honk Mobile to administer the credits in the manner proposed by the second objector, it would have to develop and build a new infrastructure at significant cost. In the circumstances, I consider the parties' agreement to distribute the credits by way of promotional codes to be reasonable.

[29] The second objector also suggested that the parties ought to have agreed that the total of all unused credits would be donated to charity. While it would certainly have been open to the parties to include a term to that effect in the settlement, they did not do so. My task is to determine whether the settlement is reasonable, not to modify or rewrite its terms, and a settlement need not be perfect, it need only fall within a range of reasonableness: *Chun* at para. 13. I do not consider the absence of the term proposed by the objector to bring the settlement outside the range of reasonableness in this case.

[30] Finally, the second objector strongly objects to class counsel fees. The basis for the objection is a critique of class action practice and what the second objector characterizes as a litigation strategy of pursuing frivolous litigation in the hopes of settlement that is almost comparable to “paying Internet scammers after they have hacked into one’s data base”. I make two comments about that aspect of the objection. First, I do not agree that this case can be described as frivolous; based on the undisputed facts, Honk Mobile had litigation risk. Second, to the extent the second objector takes issue with class action practice more generally, I do not consider that to be an appropriate consideration in assessing the reasonableness of this specific settlement.

[31] Overall, having considered both objections, I do not consider them to weigh against settlement.

[32] Finally, I find that the low number of objectors also supports the reasonableness of the settlement.

Class counsel fees

[33] Section 38 of the *CPA* requires that counsel fees and disbursements be approved by the court.

[34] In this case, the plaintiff seeks approval of class counsel fees in the amount of \$115,780, inclusive of disbursements and taxes (but not including the mediator’s fees, which I understand Honk Mobile will pay separately).

[35] The fees are 25% of the total settlement amount, which is in accordance with the contingency fee between class counsel and the plaintiff. In British Columbia, the contingency fee agreement negotiated between class counsel and the representative plaintiff is the starting point of the analysis as to the appropriateness of class counsel’s fees, and the fee should be reduced only where there is a principled reason for doing so: *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2018 BCSC 2091 at para. 49.

[36] With that in mind, the factors relevant to whether a fee is fair and reasonable include: (a) the results achieved; (b) the risks undertaken; (c) the time expended; (d) the complexity of the matter; (e) the degree of responsibility assumed by counsel; (f) the importance of the matter to the client; (g) the quality and skill of counsel; (h) the ability of the class to pay; (i) the expectations of the client and the class; and (j) fees in similar cases: *Chun* at para. 37.

[37] Having considered these factors, I find that the fee sought by the plaintiff—\$115,780, inclusive of disbursements and taxes—is fair and reasonable and shall be approved, for the following reasons.

[38] The fee accords with the contingency fee agreement between class counsel and the Plaintiff, and Honk Mobile does not oppose it. The 25% contingency fee is lower than the 33% contingency fee that has frequently been held valid in class proceedings.

[39] While this matter resolved at a relatively early stage, I accept that a base amount of work would have been required both to prepare the case and to achieve the settlement. The fact of the early settlement, which avoided the uncertainty associated with seeking certification and, if certified, determination of a claim with some degree of litigation risk for the plaintiff, speaks to the quality and skill of counsel.

[40] The evidence establishes that as of June 30, 2026, class counsel had docketed 129.10 hours in the prosecution of this action, valued at \$53,630.00 at class counsel's standard hourly rates. There is no realistic prospect that individual class members would have retained counsel to pursue their claims on a non-contingency basis, given the value of their claims as compared to the cost of the litigation on a fee-per-service basis.

[41] While the proposed counsel fee of \$115,780 is approximately 2.16 times the value of docketed hours, that multiplier is lower once disbursements and applicable taxes are accounted for. Further, it is reasonable that class counsel fees exceed the

value of docketed hours given the risks counsel assumed in prosecuting a novel claim on which there is little merits jurisprudence on a contingency basis.

Honorarium for the representative plaintiff

[42] The plaintiff seeks approval of an honorarium of \$500 for Mr. Larence, payable by Class Counsel out of the Class Counsel Fees.

[43] In *Parsons v. Coast Capital Savings Credit Union*, 2010 BCCA 311, the Court of Appeal provided guidance as to when a court may approve a separate payment to a representative plaintiff, stating:

[19] There is no doubt that a representative plaintiff could be tempted to act in self interest, contrary to the interests of class members, where the potential exists for substantial preferential treatment in the terms of settlement. Protecting against this, the approving court must require a representative plaintiff seeking a separate payment to establish that the settlement presented is in the interests of the class as a whole, and that the representative plaintiff has fulfilled all the duties assumed by taking on that special role in the litigation. The court, additionally, must ensure that the amount of any separate payment to the representative plaintiff is not disproportionate to the benefit derived by the class members, the effort of the representative plaintiff, and the risks assumed by the representative plaintiff.

[20] With these cautions, however, and with respect, I consider it is too narrow to say, as the judge did here, that services of special significance beyond the usual responsibilities under the Act are required for a separate award to the representative plaintiff. Where the representative plaintiff has fulfilled his or her duties, which will include attendance for examination in discovery, providing instructions on all steps taken in the litigation and on the settlement (which necessarily requires immersion in the substance of the case), and where a monetary settlement in favour of the class members is achieved, a modest award in recognition of the effort expended on behalf of the class members is consistent with restitutionary principles and recognition of the principle of *quantum meruit*. This expectation is further justified by the exposure to costs assumed by the representative plaintiff in commencing the action. While that risk is mitigated upon certification, there is a real exposure to costs assumed on commencing the action. Other intangible costs also are borne by such a plaintiff, including the sometimes not inconsiderable weight of being the leader of the claimants.

[44] Applying these principles, I find that the proposed honorarium should be made in this case.

[45] I have already found that the settlement is fair, reasonable, and in the best interests of the class.

[46] The evidence establishes that Mr. Larence has fulfilled his duties as representative plaintiff. He reviewed the Notice of Civil Claim and provided his evidence in support of certification, including records of his own use of the Honk Mobile's platform. Throughout the proceeding Mr. Larence worked with class counsel by providing information relevant to the claim, discussing developments, and providing his views on the case. Once settlement became possible, Mr. Larence authorized class counsel to enter into settlement discussions, considered their advice on the legal and evidentiary risks of continued litigation, approved the material terms of the settlement agreement, and instructed class counsel to seek the court's approval.

[47] Mr. Larence believes the settlement is fair, reasonable, and in the best interests of the class. He was prepared to continue acting as representative plaintiff if it was not approved.

[48] I find that the honorarium of \$500 is modest, considering the evidence of Mr. Larence's engagement in and effort expended in this litigation. The amount is proportionate both to his efforts, to the risk he assumed, and to the total settlement. Notably, the honorarium is being paid out of class counsel fees and therefore does not reduce the credits payable to the class or otherwise diminish the class's recovery in this case.

Conclusion and orders

[49] In conclusion, for the reasons set out above, the settlement, class counsel fees, and honorarium are approved. The form of orders will reflect those attached to the notice of application.

"Ramsay J."