

**CITATION:** Stribling v. Starbucks Coffee Canada Inc., 2026 ONSC 1030  
**COURT FILE NO.:** CV-23-00709142-0000  
**DATE:** 20260218

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** DEREK STRIBLING Plaintiff(s)  
**AND:**  
STARBUCKS COFFEE CANADA INC. Defendant(s)/Moving Party  
**BEFORE:** Justice E. Iacobucci  
**COUNSEL:** RESHIDA DARRELL for the Plaintiff(s)  
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**HEARD:** February 6, 2026

2026 ONSC 1030 (CanLII)

**ENDORSEMENT**

**Overview**

[1] The plaintiff/responding party, Derek Stribling, was employed by the defendant/moving party, Starbucks Coffee Canada Inc., between 2010 and 2017 when he resigned. He was re-employed by Starbucks in May 2022 as a Store Manager. This dispute concerns the implications of his apparent agreement to an offer proposed by Starbucks on August 11, 2023 to leave employment with Starbucks voluntarily as of September 1, 2023. The offer, among other things, included payment to Stribling for eight weeks of employment upon the execution by Stribling of a full and final release. While Stribling communicated acceptance of the offer by e-mail on September 1, 2023, he now challenges the existence and/or enforceability of a binding agreement on various grounds. He initiated a Statement of Claim against Starbucks for wrongful dismissal on November 6, 2023. Starbucks brings this motion for summary judgment dismissing Stribling’s action and requiring him to comply with the terms of the settlement agreement. I grant the motion.

**Events Preceding The Agreement**

[2] There is some dispute over the facts that preceded the offer made on August 11, 2023 and apparent acceptance of the settlement.

[3] Starbucks maintains that Stribling was having performance issues, which had previously resulted in his transfer to a quieter store, and that he failed to comply with policy in respect of the possession of confidential documents. In response to a particular concern about Stribling's capacity to set schedules owing to a disability, Starbucks submits that it advised Stribling in early 2023 to submit an accommodation request with appropriate medical documentation. Stribling went on health leave in March 2023 before Starbucks considered the request.

[4] When Stribling returned to work in July 2023, he had a conversation with a manager. The manager informed him that the accommodation request had been on pause since he took a medical leave in March, and that it would be necessary for him to restart the accommodation request process. The manager claims that Stribling informed the manager in that conversation that he had health conditions that were making performance of his tasks impossible. Given this conversation, Starbucks submits that it placed Stribling on a leave of absence with pay for the first two weeks and an additional week of vacation pay. Stribling was advised that he could return to work with updated medical documentation indicating that he was capable of performing his essential duties and setting out any necessary accommodations. The previous documentation submitted in connection with his earlier request for accommodation was, in Starbucks' view, out of date given the conversation with the manager on Stribling's return to work in July 2023.

[5] While on involuntary leave, Stribling advised Starbucks on August 6, 2023 that the assertion that he had reported an inability to perform to his manager in July 2023 was a fabrication and demanded that he be returned to work.

[6] Stribling submits that he never advised Starbucks, nor did he ever receive a medical opinion, that he was unable to perform his duties. He submits that he did seek accommodation for additional time to perform his scheduling tasks in early 2023 and provided information from a doctor's appointment to support that request. Without hearing back from Starbucks about his request, Stribling went on a mental health leave from March 2023 to July 2023. He did not pursue accommodation further while on leave because of his health condition. When he returned from his leave on July 10, Stribling submits that his district manager told him that he was required to initiate a new accommodation request. On July 25, 2023, he was placed on what he submits was "medical leave" despite the absence of any documentation from a medical provider indicating that he was incapable of performing his duties. He submits that his manager falsely claimed that Stribling had invoked a learning disability in reporting that he was not capable of performing his duties, and Stribling asserts that this contributed to the decision to put him on medical leave in July 2023.

[7] There are thus factual disputes about the events prior to the alleged agreement. It is not, however, necessary to resolve them in this motion. The critical issue is the existence and enforceability of an agreement between Starbucks and Stribling. I am satisfied that there was such an agreement, that it is enforceable, and that summary judgment in favour of Starbucks is appropriate. I first review the test for summary judgment, and then turn to the facts relevant to the agreement.

## The Test for Summary Judgment

[8] The test for whether summary judgment is appropriate in a given case was summarized in *Waxman v. Waxman*, 2021 ONSC 2180, at paras. 57-60, aff'd 2022 ONCA 311, 471 D.L.R. (4th) 52, leave to appeal refused, [2022] S.C.C.A. 188, as follows:

- The court shall grant summary judgment if “the court is satisfied that there is no genuine issue” that requires a trial (*Rules of Civil Procedure* R.R.O. 1990, Reg. 194, r. 20.04).
- There is no genuine issue that requires a trial if the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. “This will be the case when the process (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.” (*Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87, at para. 49).
- In determining whether a trial is required, rule 20.04(2.1) allows the court to weigh evidence, evaluate credibility and draw any reasonable inference from the evidence, unless it is “in the interest of justice for such power to be exercised only at a trial”. If these expanded fact-finding powers do not enable the court to decide the matter, it may direct that a mini-trial be conducted if doing so will allow the court to resolve the matter. (*Hryniak*, at paras. 44-45).
- On a motion for summary judgment: (a) each party must put its best foot forward; (b) the responding party “must lead trump or risk losing”; and (c) the motion judge is entitled to assume that all evidence that might be adduced by the respondent at trial has been adduced on the motion. (See: *1061590 Ontario Ltd. v. Ontario Jockey Club* (1995), 21 O.R. (3d) 547 (C.A.), at p. 557; *Northern Industrial Services Group Inc. v. Duguay*, 2016 ONCA 539, at paras. 16-17; *Queen Street Holdings Inc. v. Z-Teca Inc.*, 2017 ONSC 5890, at paras. 8-10; *Tim Ludwig Professional Corp. v. BDO Canada LLP*, 2017 ONCA 292, 137 O.R. (3d) 570, at para. 54; *Chernet v. Galaites*, 2017 ONCA 337, 11 M.V.R. (7th) 1, at para. 12; *Auciello v. 3877337 Canada Inc.*, 2017 ONSC 2360, at paras. 33 and 39, aff'd 2018 ONCA 377).

[9] A critical principle that I rely on in the present case is that parties are required to “put their best foot forward;” to “lead trump or risk losing.” Stribling makes submissions that are not supported by evidence.

[10] I also take guidance from *Hryniak* that a court should conclude that there is no genuine issue for trial if the judge can make the necessary findings of fact. While there are disputes over the facts, critical facts are not in dispute in this case.

[11] Finally, *Hryniak* invites a court to consider whether summary judgment provides a proportionate, more expeditious and less expensive means to achieve a just result. As I will elaborate, in my view, granting the motion is not only expeditious, but also just in these circumstances.

### **The Offer and Acceptance**

[12] While there is disagreement between the parties about the events that preceded the offer, the facts surrounding the offer itself and its apparent acceptance are uncontroversial. On August 11, 2026, Starbucks wrote a detailed letter to Stribling setting out its concerns about his performance, his truthfulness in respect of the confidential document situation, and reviewing steps that had been taken previously. The letter then set out two options for Stribling to consider going forward.

[13] Option 1 was to return to work in full capacity on September 1, 2026 in his store manager role. Two conditions were attached. One was that he would provide updated medical documentation that he was capable of performing his duties. The other was that he would be subject to a performance improvement plan and risked dismissal for cause in the future if he were unable to complete the plan successfully.

[14] Option 2 was a voluntary mutual separation. The letter set out details. Given that Stribling's submissions in this motion turn in significant part on the contents of those details, I reproduce the relevant parts of the letter in full:

1. **Effective Date:** Your employment with Starbucks Coffee Company will end on September 1st, 2023.
2. **Transition of Work:** Between now and the Effective Date, you will be relieved of all duties, but you must respond to all communications from Starbucks in a timely manner.
3. **Enhanced Pay:** Starbucks Coffee Company will provide you with a lump sum payment equal to eight weeks' base pay (\$11353.60), less required statutory deductions, on the payroll to be processed immediately following the Effective Date.
4. **Employment Insurance:** We will issue your Record of Employment indicating M for dismissal on a without cause basis so that you may apply for employment insurance benefits if you wish to do so. However, you may not receive employment insurance benefits until September 12, 2023. In the event that you do, and Starbucks Coffee Company is required to pay any repayment amounts to Service Canada as a result, you shall be liable to and shall indemnify Starbucks Coffee Company for such amounts, including any costs associated with Starbucks Coffee Company's enforcement of this provision.
5. **No-Rehire with Starbucks Coffee Company:** Following the Effective Date, you will not be eligible for re-employment with Starbucks Coffee Company.

6. **Non-Disparagement:** You must refrain from making any disparaging remarks, whether written or oral about Starbucks Coffee Company, its staff, members or board members, or otherwise take any action that could reasonably be anticipated to cause damage to the reputation, goodwill or business of Starbucks Coffee Company whether or not you believe such remarks to be true or whether they are, in fact, true. If you do so, Starbucks Coffee Company may seek damages against you.
7. **Confidentiality:** You must protect the confidentiality of the terms of this letter, and our discussion today, and not disclose them to anyone other than your immediate family and professional advisors. Specifically, you may not discuss the contents of this letter with any current Starbucks Coffee Company employee, agent or consultant, or any person who was employed by Starbucks Coffee Company within the 12 months immediately preceding today.
8. **Property:** You must return all Starbucks Coffee Company property including, but not limited to, laptop/computer, corporate card, building keys, security access cards, and Starbucks Coffee Company documents and data, and provide any passwords to Starbucks Coffee Company electronic devices, documents and accounts. Please do not delete any data from your Starbucks Coffee Company electronic devices but do delete all Starbucks Coffee Company data from your personal electronic devices. You must immediately update any social media sites such as LinkedIn to indicate that you are no longer employed by Starbucks Coffee Company.
9. **Full and Final Release:** Prior to receipt of any payment in accordance with Option 2, you must complete a full and final release which will be sent to you via email.

[15] The letter provided Stribling with one week to make a decision.

[16] Stribling wrote Starbucks a letter on August 14, 2023 indicating his disagreement with some of the factual assertions in the August 11 letter, including whether he was on a disability leave and whether Starbucks was attempting to compel him to resign. He also asserted that a performance management plan was punitive.

[17] Stribling advised in his August 14 letter that he was consulting with counsel on the upcoming Monday, and consequently requested an extension of the deadline to respond to August 23, 2023. That same day, Starbucks extended the deadline to August 25, 2023.

[18] On August 23, 2023, Stribling wrote to Starbucks again to request another week's extension "while my lawyers and I figure out an approach." There is no written record of a response, but also no record of opposition to this request. Instead, one week later on September 1, 2023, Stribling wrote to Starbucks:

Hello, Jessica,

I wanted to inform you of my decision. I have decided to accept Starbucks' offer, issued on August 11, of a mutual separation, including the details and compensation as listed in Serena's letter from that day.

I will sign the DocuSign release once I receive it.

Thank you,

Derek Stribling.

[19] Stribling accepted the agreement, "including the details and the compensation," and committed to "sign the DocuSign release once I receive it."

[20] Starbucks sent the release for Stribling's signature. Starbucks also sent a letter indicating that Stribling was being dismissed for cause, which was inconsistent with paragraph 4 of the offer to which Stribling e-mailed his acceptance. Stribling wrote to Starbucks about the discrepancy, stating that he assumed that this was an error and that it should be corrected. Starbucks acknowledged the error, assured Stribling that they would correct the error, and resent the materials including the release for execution. Stribling did not execute a full and final release. Instead, Stribling initiated an action for wrongful dismissal in November 2023.

### **Analysis**

[21] Starbucks made a detailed offer regarding the terms of a voluntary separation. Stribling requested extensions of time to consider the offer, and to consult counsel. He clearly communicated acceptance and that he would execute a release accordingly in his September 1, 2023 e-mail. He has not signed. He initiated an action against Starbucks for wrongful dismissal in November 2023.

[22] While the August 11 offer and September 1 acceptance would appear to present an insurmountable obstacle to Stribling's common law action, Stribling advances a number of arguments for why the apparent agreement is not enforceable. I consider them in turn, but prior to doing so, I consider Stribling's submission that summary judgment is inappropriate in this case because of factual disputes.

### ***Factual Disputes***

[23] Stribling submits that there are outstanding factual disputes that render summary judgment inappropriate. In particular, his factum submits at para. 25:

- a. The Plaintiff did not sign or execute the settlement and release documentation outlining the terms, meaning there was no valid acceptance of the Defendant's offer.

- b. Starbucks repudiated the Agreement by stating that his employment was terminated with cause in the Termination Letter.
- c. The Plaintiff did not receive any payment or consideration pursuant to the terms of the alleged agreement.
- d. The Plaintiff's purported acceptance of the terms, if any, was made under duress and coercion.

[24] Contrary to this submission, there is no dispute about the *facts* relevant to items a, b, and c. It is uncontroversial that: Stribling did not sign or execute the settlement and release documentation; Starbucks erroneously sent Stribling documentation that indicated that he was being terminated for cause and corrected this error when Stribling pointed it out; and Starbucks has yet to pay Stribling.

[25] The only controversies relating to items a, b, and c are questions relating to the *legal implications* of those facts, including the legal significance of Stribling's failure to sign the release, whether the initial error relating to cause amounted to a repudiation of the agreement, and whether there was consideration pursuant to the agreement. Questions about the legal implications of undisputed facts are appropriate to resolve in a summary judgment motion.

[26] There are some potential factual controversies concerning coercion. I address those below when considering the law on coercion. Suffice it to say here that Stribling bears the onus of proof on the question of financial duress, and yet has not provided evidence of financial duress other than uncorroborated, self-serving statements.

[27] I am satisfied that there are no factual controversies that prevent resolution of this matter in a summary judgment motion. There is no genuine issue for trial in this case: *Hryniak*, at para. 49.

### ***Enforceability of the Contract***

[28] I turn now to the issues concerning the enforceability of the agreement. Before doing so, I make the following observations. The law is clear that the principles that govern settlement agreements are those that govern contracts generally: see, e.g., *Cox v. Baker*, 2019 ONSC 2859, 47 E.T.R. (4th) 44, at para. 25. The offer presented to Stribling by Starbucks contained the terms of a proposal for voluntary separation that were clear and were intended to form the basis of a legally binding agreement. Stribling communicated that he was consulting counsel about it. Stribling e-mailed his acceptance of the offer on September 1, 2023. A party may rely on e-mail to communicate acceptance: see, e.g., *Shete, Lada, and Chung v. Bombardier Inc.*, 2019 ONSC 4083.

[29] The fact that the agreement contemplated further documentation and execution does not give rise to contractual incompleteness: *Cox v. Baker*, at para. 35, citing *Bogue v. Bogue* (2000), 46 O.R. (3d) 1 (C.A.), at p. 5, for the proposition that, "even if an agreement still needs to be reduced to writing and the precise wording of a release still needs to be negotiated, these matters

do not preclude a court from enforcing a settlement where the essential terms of the agreement have been negotiated.”

[30] In the present case, the detailed terms of the agreement were set out in the letter and included Starbucks’ commitment to pay Stribling 8 weeks’ pay upon Stribling’s fulfillment of his commitment to execute a full and final release. While the details of the release were communicated after Stribling’s September 1 acceptance, this does not invalidate the agreement given that the essential terms were settled: *Cox*.

### *No Meeting of the Minds*

[31] Stribling submits that there was no meeting of the minds that would have given rise to an enforceable agreement, but rather any agreement was conditional on agreement to the detailed paperwork including the release. An “agreement to agree” is not enforceable: *Mapleview-Veterans Drive Investments Inc. v. Papa Kerollus VI Inc. (Mr. Sub)*, 2016 ONCA 93, 393 D.L.R. (4th) 690. Stribling submits that he failed to execute because Starbucks did not send him what he wanted.

[32] An agreement to agree is not enforceable, but that is not what we have here. Starbucks sent Stribling an offer that set out details of a proposed agreement, and it was accepted by Stribling. The agreement required Stribling to execute a full and final release prior to payment. There were no key terms that had not been agreed to, and any documents would have been required by the contract to conform to those terms.

[33] Stribling identified an error in the initial documentation sent to him by Starbucks. The documentation incorrectly indicated that he was being terminated for cause, and Starbucks corrected that error when it was pointed out.

[34] This error in the documentation does not give rise to the conclusion that there was more to be discussed and agreed upon. Rather, the fact that it can be described as an “error,” as Stribling himself did in an e-mail to Starbucks, is precisely because it deviated from the terms of the agreement: Starbucks committed in its offer to terminate without cause, and it would have been well within Stribling’s contractual rights to insist that Starbucks live up to its contractual commitment to characterize the separation that way. He did not need to insist because Starbucks recognized and corrected the error as it should have done. There were, contrary to the submission of Stribling, no disputes over new terms that were imposed; rather, there was an error that was fixed.

[35] Similar considerations apply to the argument that the agreement was not enforceable because Starbucks repudiated the agreement when it sent Stribling documentation that erroneously described him as being dismissed for cause. Repudiation arises where a reasonable person would conclude, having regard to surrounding circumstances including acts and words, that a party to a contract no longer intends to be bound by the contract: *Mackiw v. Chauhan*, 2020 ONSC 2542.

[36] Starbucks did not repudiate the contract. The documentation that was sent to Stribling referring to cause was in error. If, after Stribling identified the error, Starbucks insisted on maintaining the reference to termination for cause, there would be an argument that by refusing to

comply with the express terms of the agreement, Starbucks was repudiating the agreement. That is not what happened. Instead, Starbucks corrected the error to reconcile the documentation with the agreement that had been reached. This was not repudiation, but if anything, the opposite: it was a recognition that Starbucks was bound by the terms of the contract.

[37] It may well have been that the error about cause was particularly objectionable to Stribling given his opposition generally to Starbucks' claims relating to poor performance and the mishandling of confidential documents. But he appropriately characterized it as an error and Starbucks corrected it as such.

[38] Finally, the failure of Stribling to execute the release also does not imply that there was no meeting of the minds. While Stribling did not sign the release, at no time did he object to the wording of the release. Rather, the evidence from Stribling himself is that Stribling decided not to sign the release upon securing a loan. I return to the loan matter below in analyzing financial duress, but suffice it to say that, as held in *Cox*, a settlement agreement contemplates the execution of a release. Stribling committed to execute the release, and Stribling's failure to execute the release does not free him from the obligations of the agreement. Rather, his failure to execute was a breach of the agreement.

### ***No Consideration***

[39] Stribling makes a variety of observations in support of his submission that there was no consideration, which would render the purported agreement unenforceable.

[40] Stribling submits that there is no consideration if the agreement to amend an employment contract does not involve fresh consideration from the employer: *Hobbs v. TDI Canada Ltd.* (2004), 246 D.L.R. (4th) 43 (ON CA). I accept that consideration is a necessary element of an agreement, but do not agree that Starbucks did not offer consideration.

[41] There is no dispute that Starbucks has not paid Stribling. There is also no dispute that the terms of the offer explicitly stated that payment was contingent on Stribling's execution of a full and final release, which he has not done. The non-payment does not imply that there was no consideration. Starbucks offered good consideration by promising to pay Stribling 8 weeks' pay post-separation after Stribling executed the release. Starbucks submits that it remains ready, able and willing to pay pursuant to the terms of the agreement, which includes execution of a full and final release. The fact that Stribling has not performed his obligations, and Starbucks consequently has not paid him, does not mean that there was no consideration.

[42] Starbucks offered good consideration in its offer, and Stribling accepted.

### ***Financial Duress***

[43] Stribling submits that he was put on unpaid leave for seven weeks despite his ability to return to work. He submits that he was having difficulty paying his bills, and only agreed on September 1, 2023 to the August 11, 2023 offer because of financial duress. He submits that it was

only after he secured a loan that he had the financial flexibility to take the position that he takes in this litigation challenging the agreement.

[44] *Taber v. Paris Boutique & Bridal Inc.*, 2010 ONCA 157, observed the following about duress:

[9] However, not all pressure, economic or otherwise, can constitute duress sufficient to carry these legal consequences. It must have two elements: it must be pressure that the law regards as illegitimate; and it must be applied to such a degree as to amount to “a coercion of the will” of the party relying on the concept.

[45] Starbucks cites *Manuel v. LaFarge et al.*, 2024 ONSC 3790, in support of its position that there was no financial duress. In that case, a terminated employee unsuccessfully invoked duress in an attempt to characterize an agreement as unenforceable. The court refused because: there was no evidence that the employer applied illegitimate pressure, rather the employer presented him with options and gave him the chance to seek legal counsel; there was no admissible evidence that the employee lacked capacity beyond the ordinary stress associated with dismissal; and the employee claimed that he was concerned about his son’s education and about losing his house, yet provided no “bank records, no post-secondary cost breakdowns, no particulars of his son’s grades, and no mortgage and/or bank statements” which might have substantiated the claim (*LaFarge*, at para. 76). The court accepted that the employee was in a stressful state, and that the employee did not receive legal advice. The court nevertheless failed to find duress. The court granted summary judgment in favour of the employer.

[46] Other than the fact that Stribling *did* receive legal advice in the present case, which only provides additional support to Starbucks, the analysis in *Lafarge* is applicable here: Starbucks presented Stribling with options and did not illegitimately pressure him, instead giving him extensions of deadlines to allow him to consult with counsel; there was no evidence that Stribling lacked capacity (nor submissions to that effect); and there was no evidence other than self-serving statements in the affidavit about the financial difficulties that Stribling was having: there were no bank statements, rent invoices, grocery bills, debt payments, etc. The onus is on Stribling to demonstrate financial duress. He is required in a summary judgment to put his best foot forward, but he has not provided any corroborating evidence supporting his claims of duress.

[47] Stribling reports that he was given the flexibility to pursue this action once he secured a loan, stating at para. 46 of his factum that, “between agreeing to the offer and providing his signature to sign the release, Mr. Stribling was able to secure a loan to help pay his bills. This loan allowed him to evaluate the mutual separation without the financial stress that had been at the forefront of his mind.”

[48] First, I observe that Stribling does not identify problems with the release that caused him not to sign. Rather, he simply decided that he had a better option once he secured the loan to bring an action against Starbucks.

[49] Second, even accepting for the sake of argument his submission that he required a loan to bring an action against Starbucks, Stribling provides no evidence why he could not have secured

a loan at an earlier date such that he would not have needed to accept Starbucks offer in the first place. Stribling was put on leave on July 25, 2023, the offer was made on August 11, 2023, and was not accepted until September 1, 2023. There is no explanation or evidence demonstrating why a loan was not secured within this timeframe, even accepting for the sake of argument that there were financial pressures on him.

[50] Parties in summary judgment proceedings are required to provide their best evidence, to “lead trump or risk losing.” As the court stated in *LaFarge*:

[100] In other words, the plaintiff “lead trump” and failed to provide an evidentiary basis to establish that there is a genuine issue for trial that:

- a. He lacked capacity to sign the release;
- b. He signed the release under duress; or
- c. The release was unconscionable.

[51] I reach similar conclusions in the present case.

### **Conclusion**

[52] Starbucks and Stribling reached an agreement on the terms of Stribling’s departure from Starbucks’ employment. Stribling has failed to live up to his end of the bargain, refusing to execute a full and final release, and instead launching the action subject to this summary judgment motion. I grant the motion: the action is dismissed, and Stribling shall execute the full and final release.

[53] I encourage the parties to agree on costs. In the event that the parties are unable to agree on costs, they may send a written submission of no more than three double-spaced pages to my judicial assistant at [annamaria.tiberio@ontario.ca](mailto:annamaria.tiberio@ontario.ca) no more than thirty days from today.

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E. Iacobucci J.

**Date:** February 18, 2026