

# Court of King's Bench of Alberta

**Citation: Ojekanmi v Syncrude Canada Ltd, 2026 ABKB 266**

**Date:** 20260407  
**Docket:** 2201 13948  
**Registry:** Calgary

Between:

**Abimbola Ojekanmi**

Plaintiff

- and -

**Syncrude Canada Ltd. and Owners Syncrude Canada Ltd.**

Defendants

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**Memorandum of Decision  
of the  
Honourable Justice N. Whitting**

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[1] This is an appeal from the Chambers Endorsement of Applications Judge L.A. Mattis dated August 27, 2025. In that decision, the Applications Judge dismissed the Plaintiff's application for summary judgment, and partially granted the Defendants' application to summarily dismiss or strike the Plaintiff's claim.

[2] The basic facts of the case are that the Plaintiff became employed by the Defendants in June, 2010, and he was terminated without cause on May 24, 2013. In the aspects of his claim that were dismissed by the Applications Judge, he claims that the Defendants discriminated against him and otherwise treated him unfairly during the term of his employment, that he was wrongfully terminated, that the settlement and release agreement that he signed at the time of his

departure is invalid, and that the wrongful termination of his housing support benefits resulted in the foreclosure of his residence.

[3] The Plaintiff commenced this proceeding on November 30, 2022, approximately 9.5 years after his termination.

[4] In the decision now under review, the Applications Judge found, among other things, that these aspects of the Plaintiff's claim are barred by the applicable limitation period which is not suspended by the discoverability principle or by the commission of fraud, that the contract of employment was not for a 10-year fixed term, that the settlement and release agreement is valid, and that this Court has no jurisdiction to entertain the Plaintiff's discrimination claims.

[5] The Applications Judge went on to adjourn the Defendants' application to summarily dismiss or strike those aspects of the Plaintiff's claim which allege that the Defendants disparaged and defamed the Plaintiff by giving negative employment references to other employers and prospective employers. That aspect of the Plaintiff's claims was summarily dismissed in a subsequent decision of February 26, 2026, and that decision is not the subject of the present appeal.

[6] The Plaintiff is a self-represented litigant. He has filed and relied upon a large volume of material and he also provided oral submissions before me on March 26, 2026. Since the Plaintiff is not a lawyer, I have approached his submissions with some flexibility, and I have done my best to understand the nature of his arguments.

[7] The Plaintiff submits that his claims respecting the termination of his employment are not subject to the limitation period since they were not discoverable until he obtained certain records from Service Canada, including his Record of Employment ("ROE"), which he claims contains statements suggesting that he was actually terminated for cause. But none of the information contained in the Plaintiff's ROE supports these aspects of the Plaintiff's claims. The ROE merely indicates that the Plaintiff was given pay in lieu of notice which necessarily implies that he was terminated without cause. All of the facts relevant to these claims were known to the Plaintiff as soon as they occurred. For these reasons, I agree with the Applications Judge that the Plaintiff's claims respecting his treatment during his employment and his termination are barred by the applicable limitation period.

[8] The Plaintiff also argues that the Applications Judge failed to find that he was terminated for cause. He argues that he must have been terminated for cause since no reasons were given at the time of his termination, and since his employment contract contains various provisions stating that he may be terminated for cause under certain circumstances.

[9] Although the Plaintiff refuses to accept it, the fact is that he was terminated without cause. This is apparent from the fact that he was given pay in lieu of notice among other circumstances. The Plaintiff provides no arguable basis to suggest that the Applications Judge erred by failing to find that he was secretly terminated for cause.

[10] With respect to the remaining findings of the Applications Judge, the Plaintiff has raised no arguable basis to conclude that the settlement and release agreement he signed was invalid or otherwise unenforceable, and the Applications Judge was correct in her conclusion that this Court has no jurisdiction to entertain the Plaintiff's claims for discrimination.

[11] The remainder of the Plaintiff's submissions raise no arguable basis to disturb the decision now under appeal.

[12] For these reasons, the appeal is dismissed.

Heard on the 26<sup>th</sup> day of March, 2026.

**Dated** at the City of Calgary, Alberta this 7<sup>th</sup> day of April, 2026.

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**N. Whiting**  
**J.C.K.B.A.**

**Appearances:**

Abimbola Ojekanmi  
Self-Represented Plaintiff

April Kosten and Carly Kist  
Dentons Canada LLP  
for the Defendants