IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Limelight Capital Services Inc. v. WonderFi Technologies Inc.,* 2025 BCSC 1916

Date: 20251002
Docket: Vancouver
Registry: S233271

Between:

Limelight Capital Services Inc. and Sheona Docksteader

Plaintiffs

And

WonderFi Technologies Inc.

Defendant

Before: The Honourable Justice Matthews

Reasons for Judgment

Counsel for the plaintiffs:	W. Oppal, O.B.C., K.C. J. Oppal
Counsel for the defendant:	C. Rempel
Place and Date of Trial:	Vancouver, B.C. March 4–5, 2025 August 22, 2025
Place and Date of Judgment:	Vancouver, B.C. October 2, 2025

Overview

[1] The plaintiffs, Sheona Docksteader and the corporation through which she contracts out corporate paralegal services, Limelight Capital Services Inc., sue the defendant WonderFi Technologies Inc. for a bonus they say they are owed as a result of Ms. Docksteader obtaining a listing for WonderFi on a stock exchange known as the Over the Counter Exchange, and referred to as the OTC.

[2] It is not disputed that Ms. Docksteader, Limelight and WonderFi made an agreement that if Ms. Docksteader could achieve a listing for WonderFi on the OTC by the end of February 2022, WonderFi would pay her a $100,000 bonus in addition to her regular pay for the contract corporate secretary services that she and Limelight provided to WonderFi. It is also not disputed that Ms. Docksteader did not achieve the listing by the end of February 2022.

[3] Ms. Docksteader asserts that she and WonderFi agreed to extend the bonus agreement indefinitely, so that if she could achieve the listing, regardless of when, she would be paid a bonus of $100,000.

[4] WonderFi asserts that the contract came to an end and it was neither extended nor was a new contract made for a bonus. WonderFi submits that in the alternative, Ms. Docksteader waived the bonus in exchange for a new arrangement with WonderFi to provide corporate secretary services at a higher rate of pay.

Whether the Parties Extended the Bonus Contract or Made a New Contract for a Bonus after February 28, 2022

Background

[5] Ms. Docksteader, through Limelight, provides corporate secretary services. I will refer to the plaintiffs collectively as Ms. Docksteader.

[6] WonderFi describes itself as a corporation that provides technology solutions and investment services in the digital asset industry. It is in the business of crypto currency.

[7] In June 2021, Ms. Docksteader and WonderFi entered into a written contractor agreement whereby WonderFi paid Ms. Docksteader a monthly retainer of $4,000 in exchange for corporate secretary services of up to 30 hours. Each month, Ms. Docksteader billed WonderFi for her services against the retainer. If she worked more than $30 hours per month, she billed for the additional hours.

[8] On February 4, 2022, WonderFi's CEO, Ben Samaroo, told Ms. Docksteader that if she could get WonderFi on the OTC "in February", there would be a $100,000 cash bonus for her. Ms. Docksteader responded that she speaks "Money" and would do her very best.

[9] Ms. Docksteader testified that she worked very hard to get the OTC listing including using contacts she had with the OTC and regulatory entities, but due to regulatory uncertainty and the way the crypto currency industry was viewed at that time, it was not possible in that timeframe. This evidence was not disputed.

[10] On March 8, 2022, Ms. Docksteader sent an email to Mr. Samaroo detailing the efforts she had taken to try to achieve the OTC listing, and asking if he would consider granting "the bonus or a portion of it" or "a bonus for [her] general performance". Ms. Docksteader testified that at the time she sent the email, she had not met the original deadline for the $100,000 bonus set out in the February 2022 agreement.

[11] On March 12, 2022, Mr. Samaroo responded to Ms. Docksteader's March 8, 2022 email stating:

> I definitely still want to grant a bonus but will need to tie it to the granting of the OTC listing for all the work you have done there.

[12] On March 12, 2022, Ms. Docksteader wrote the following to Mr. Samaroo:

> Okay thanks for your feedback. I'd really like to see the process through to finish as well but wasn't sure if you felt Feb was a hard deadline which I didn't meet.

[13] Ms. Docksteader did not testify about any communications about the bonus or a bonus between March 12, 2022, and August 2022. The written communications do not include any mention of a bonus or the bonus until August 2022.

[14] At some point or points between February and June 2022, WonderFi retained a multinational law firm and an American securities broker to assist with the listing process because of the uncertain regulatory environment and the fact that the OTC is an American securities exchange.

[15] Ms. Docksteader agreed on cross-examination that in February 2022, and between March 2022 and August 2022 when the OTC listing was finalized, she billed WonderFi for the work she did to achieve the listing at her agreed-upon contract rate of up to 30 hours for her monthly base compensation of $4,000 and $95 per hour for each hour in excess of 30 hours per month.

[16] In June 2022, regulators including the Securities Exchange Commission and the Financial Industry Regulatory Authority provided communications that were positive for the prospects of achieving the listing. After this, Mr. Samaroo directed Ms. Docksteader on steps that would move the process forward. On June 22, 2022, Ms. Docksteader advised Mr. Samaroo that they "got" the listing. That appears to be a presumptive listing, as it was not finalized until August 2022. Mr. Samaroo responded that he wanted to know what it would take to get it finalized, and closed his communication with the words, "Thanks for everything".

[17] WonderFi was officially listed on the OTC in mid-August 2022.

[18] On August 29, 2022, Ms. Docksteader wrote to Mr. Samaroo and asked whether she was still "in the running" for a bonus based on the OTC listing or her other work for WonderFi. She advised that she would "really like to be considered" for a bonus. She also proposed an option of refreshing previous option grants.

[19] Mr. Samaroo responded on September 2, 2022. He thanked Ms. Docksteader for her hard work, and confirmed that WonderFi would work on an additional option grant. He did not address Ms. Docksteader's queries or request for a bonus.

[20] Mr. Samaroo and Ms. Docksteader exchanged emails on September 7, 2022, about the option grant. On October 11, 2022, Ms. Docksteader raised the "renewed discussions" they had in March 2022. Mr. Samaroo did not respond.

[21] In October 2022, there was upheaval in the leadership of WonderFi. Mr. Samaroo departed as CEO. Ms. Docksteader testified that when Mr. Samaroo left WonderFi, she was still speaking to him about her bonus and that Mr. Samaroo told her that he owed her communication about the bonus.

[22] On October 25, 2022, Ms. Docksteader sent an email to Adam Garetson (WonderFi's general counsel) and Dean Skurka (the incoming CEO), raising a bonus and Limelight's arrangements with WonderFi moving forward:

> ... Though [Mr. Samaroo] spoke about tying a bonus to the OTC listing, I think there was more than enough milestones crossed to justify additional compensation. There was consideration that I would be given cash - and I think the communication here outlines that clearly - but just in general we have also spoken about the value that I provide to the company. That being said, as I mentioned to Adam this morning, I don't want the bonus discussion to be a deal breaker in our relationship but I'd rather just work it into an overall compensation package and confirmation for a continued long term relationship.

[23] Ms. Docksteader testified that in her communications with Mr. Garetson, she told him, "I don't necessarily need to have the bonus if this is going to be a huge issue for you guys, but what I would prefer is to have a long-term relationship with you". As a result of the negotiations with Mr. Garetson and Mr. Skurka in October and November 2023, Ms. Docksteader's base compensation was increased from $4,000 to $8,000 per month. Ms. Docksteader testified that she and Mr. Garetson also discussed a "long-term relationship" between her and WonderFi. Ms. Docksteader testified that at $8,000 a month she would be earning $96,000 a year, which would be a good deal for WonderFi and a good deal for her. She testified that she "took the bonus, at that time, off the table because they agreed to it".

[24] WonderFi terminated the contractor agreement on January 19, 2023, giving 30 days' notice pursuant to the written contractor agreement. Ms. Docksteader does

not dispute WonderFi's right to terminate her contract on 30 days' notice, but she testified she considered it unfair that she was terminated only two months after they changed her monthly compensation to $8,000.

[25] Ms. Docksteader issued an invoice for $100,000 for a "Bonus" around January 20, 2023, shortly after WonderFi terminated the contractor agreement.

Legal Principles

[26] For an agreement to be valid and enforceable in law, it must satisfy the usual prerequisites for contract formation, as determined by a reasonable and objective bystander based on the context, the communications between the parties, and the conduct of the parties before and after the agreement is made: *Oswald v. Start Up SRL*, 2021 BCCA 352 at paras. 33–34, applied in *Fang v. Bob Landscaping Corp.*, 2025 BCCA 27 at para. 26. The prerequisites are set out in *Oswald* at para. 34 as:

a) there must be an intention to contract;

b) the essential terms must be agreed to by the parties; and

c) the essential terms must be sufficiently certain.

[27] In *Pacific Wagondepot Ltd. v. Hudson West Development Ltd.*, 2017 BCSC 1593 at para. 34, the test for contract formation was described as being met "when parties reach a meeting of the minds, or *consensus ad idem* about its essential terms".

[28] The test is an objective one; the question is whether the parties have indicated to the outside world, as their communications are seen by an objectively reasonable bystander, not only their intention to contract but also the terms of such contract: *Ethiopian Orthodox Tewahedo Church of Canada St. Mary Cathedral v. Aga*, 2021 SCC 22 at para. 36. Subjective intentions are not relevant because, as explained in Fridman, *The Law of Contract*, (6th ed, 2011), at 15, it is only manifest intentions that can form the basis of mutually agreed to terms. Otherwise, a party may be bound by obligations that the party did not intend to assume: *Owners, Strata*

Plan LMS 3905 v. Crystal Square Parking Corp., 2020 SCC 29 at para. 31. In *Ethiopian Orthodox Tewahado Church,* Justice Rowe explained that the inquiry is not about what the parties had in mind, but whether their conduct was such that a reasonable person would conclude they intended to be bound (at para. 37).

[29] In *Fang*, the Court of Appeal adopted the factors described by Justice Cromwell in *United Gulf Developments Ltd. v. Iskandar,* 2008 NSCA 71 at paras. 14–15 and Justice Stratas in *Apotex Inc. v. Allergan, Inc.*, 2016 FCA 155 at paras. 30–33, determining what terms are essential:

a) the nature of the transaction and the context in which the agreement was made;

b) if there is an objectively discernible disagreement on an essential term, there is no agreement;

c) whether an objective person would conclude that something essential was left to be worked out; and

d) lack of agreement on non-essential terms will not block finding an agreement.

[30] While courts "will 'lean heavily against finding contracts void for uncertainty'", the agreement will fail if there is uncertainty such that the court cannot reasonably conclude that the prerequisites of contract formation have been met: *Berthin v. Berthin,* 2016 BCCA 104 at para. 47. If there are matters missing which are "mere formalities or routine language" or "minor details which the parties can impliedly be taken to have agreed upon", then the missing parts are not essential terms, and the court can imply the missing terms and enforce the contract: *Bawitko Investments Ltd. v. Kernels Popcorn Ltd.,* 79 D.L.R. (4th) 97 at 16, 1991 CanLII 2734 (O.N.C.A.).

[31] The evidence that is admissible to determine whether a contract was formed includes the nature of the relationship between the parties: *Ethiopian Orthodox Tewahedo Church* at para. 38. Of particular relevance to this case, an objective

intention to create legal relations is more likely to exist where employment is at stake: *Ethiopian Orthodox Tewahedo Church* at para. 40.

[32] Evidence of the parties' conduct is admissible to determine whether a contract was made, including communications between the parties and the conduct of the parties both before and after the alleged agreement is made: *Oswald* at paras. 34 and 40. In other words, if the parties acted like they had a contract, that is evidence that supports finding an agreement on the essential terms. The opposite is also true.

Positions of the Parties

[33] Ms. Docksteader concedes that the February 2022 bonus contract expired when Ms. Docksteader did not achieve the OTC bonus by February 28, 2022. She submits that in March 2022, she and WonderFi agreed to extend the contract such that if Ms. Docksteader achieved the bonus, regardless of when, she would be paid a bonus. She submits that the amount of the bonus was not stipulated, but $100,000 is the amount I should determine is appropriate.

[34] WonderFi agrees that the February 2022 contract ended when Ms. Docksteader did not achieve the OTC listing by February 28, 2022. WonderFi asserts that the correspondence Ms. Docksteader points to in support of the argument that the contract was extended does not demonstrate an objective meeting of the minds on essential terms, such as what the bonus was supposed to be paid for or the quantum of the bonus. WonderFi says that the parties did not agree on the following terms that it asserts are essential:

a) the criteria to be met to trigger the bonus;

b) the amount of the bonus; and

c) if achieving an OTC listing was the trigger for a bonus, by when it had to be achieved.

[35] Ms. Docksteader argues that the email exchange amounts to a promise of a bonus for achieving listing on the OTC, whenever such listing would occur, and those essential terms amount to a contract.

[36] The three issues that WonderFi raises overlap conceptually with the issue that Ms. Docksteader raises. I will consider each of these three factors and then consider the question of whether the parties made an agreement using the broader analytical approach advocated for by Mr. Docksteader.

[37] The jurisprudence that the parties relied on pertains to whether the parties made an agreement, and is not specific to whether the parties extended an existing agreement, with the exception of *Saint John Tug Boat Co. Ltd. v. Irving Refining Ltd.*, [1964] S.C.R. 614, 1964 CanLII 88. That case, and the submissions of the parties, persuade me that the difference is immaterial in this case. The parties agree that the February 2022 agreement expired on its terms. The question is whether the parties agreed afresh, in March 2022, for a bonus to be paid if Ms. Docksteader achieves the OTC listing. Such an agreement can either be seen as an extension of the term of the February 2022 agreement or a new agreement. Either way, the burden is on Ms. Docksteader to demonstrate that it contained sufficiently certain essential terms to demonstrate a meeting of the minds and an agreement to be bound.

The Alleged Bonus Trigger

[38] WonderFi asserts that Ms. Docksteader's March 8, 2022 email demonstrates that the parties did not extend the February 2022 contract or make a new contract in March 2022 because Ms. Docksteader proposed that the bonus could be triggered by different accomplishments and take different forms: (i) the $100,000 bonus from the February 2022 agreement despite missing the deadline; (ii) a portion of the February 2022 agreement bonus; or (iii) a "bonus for [her] general performance".

[39] Mr. Samaroo's response to Ms. Docksteader's March 8, 2022 email was that he wanted to grant a bonus that would be tied to the granting of the OTC listing. Ms. Docksteader's response to Mr. Samaroo's email begins with "Okay".

Accordingly, I am satisfied that Mr. Samaroo proposed that any bonus would be tied to achieving an OTC listing, and Ms. Docksteader accepted that proposal. The term of what would trigger a bonus was agreed upon.

The Amount of the Alleged Bonus

[40] It is clear from March 2022 email exchanges that Ms. Docksteader and Mr. Samaroo did not agree on the amount of the bonus. Ms. Docksteader asked for "the bonus or a portion of it". It is not disputed that "the bonus" is a reference to the $100,000 February 2022 agreement bonus. Mr. Samaroo replied, saying he wanted to grant "a bonus" but did not stipulate an amount. Objectively, that language leaves the amount not set and so not agreed upon.

[41] In addition, the fact that the February 2022 bonus was tied to achieving the listing by the end of February is objective evidence that the listing would be less valuable to WonderFi if it was achieved after February 2022. WonderFi had to pay for every hour that Ms. Docksteader spent trying to achieve the listing. The longer it took her to accomplish it, the more it cost WonderFi, thereby reducing its value. In addition, the fact that the February bonus was contingent on achieving the listing by the end of February is objective evidence that having the listing by that specific date was valuable to WonderFi. That evidence weighs against inferring that the parties agreed a bonus in the same amount after the end of February 2022.

[42] In addition, after March 2022, and up until January 2023 after WonderFi terminated Ms. Docksteader and she issued an invoice for a $100,000 bonus, there was no discussion between the parties describing any bonus as a $100,000 bonus, or, more generally, that supports the conclusion that they agreed that the amount of a bonus for achieving the OTC listing after February 2022 would be $100,000. In August 2022, September 2022, and October 2022, Ms. Docksteader sent communications inquiring about a bonus and referring to the March 2022 emails as "renewed discussions" about a bonus. When renegotiating her contract, she stated that she did not want "the bonus" to be a deal breaker. The written responses to those communications from Mr. Samaroo, Mr. Garetson, and Mr. Skurka did not

reference a bonus in any specific amount. Ms. Docksteader testified that at one point, Mr. Samaroo acknowledged to her that he owed her a communication about the bonus but did not reference an amount.

[43] Ms. Docksteader argues that the amount of the bonus is not an essential term because courts often decide issues of contractual compensation based on a *quantum meruit* assessment. I accept that courts can make determinations of *quantum meruit* contractual compensation. However, the fact that the court can do that does not mean that the amount is not an essential term.

[44] *Fang* instructs that factor to determine whether a term is essential is the nature of the transaction and the context in which the agreement was made.

[45] I consider the nature or the contract and the context in which it was made. The evidence is that the parties' previous agreement on a bonus for achieving an OTC listing had included an amount of the bonus as an agreed-upon term. The evidence strongly supports an inference that after February 28, 2022, any bonus for achieving an OTC listing would be less valuable to WonderFi and, therefore, any bonus would be less. When Ms. Docksteader raised, in March 2022, the possibility that she would be paid the bonus, or part of it, in reference to the $100,000 bonus, Mr. Samaroo was non-committal.

[46] Given the context that a number had previously been agreed on and that a post-February 2022 bonus would likely be something less than $100,000, a reasonable bystander would conclude that the parties left something essential to be worked out by not agreeing on the amount of the bonus.

Timing of the OTC Listing

[47] The March 2022 emails were silent on timing.

[48] Ms. Docksteader points to that silence, and celebrations once the listing was achieved, to demonstrate that timing was not important and, therefore, not an essential term.

[49] Given the other evidence and the context, I do not agree that the celebrations support an inference that timing was unimportant and therefore not an essential term. Based on the February 2022 bonus emails, I find that timing was what had inspired WonderFi to agree to a bonus on top of her regular pay for this work under the February 2022 agreement if the listing was achieved by February 2022. It is clear that the listing was still valued given that Ms. Samaroo was directed to continue to work on it, but the question is whether the value justified a bonus regardless of the timing. Given that the February 2022 bonus agreement hinged on timing, a reasonable person would conclude that by failing to address how and whether timing related to the entitlement to a bonus, or the quantum, in March 2022, the parties left essential matters to be worked out.

Whether the Parties Made a New Agreement or Extended the February Bonus Agreement Despite Failure to Agree on Quantum and Timing

[50] Ms. Docksteader submits that despite some generalities in terms, when viewed holistically with the February 2022 contract, the March 2022 emails amount to an agreement that Ms. Docksteader would "carry on" her work to get the OTC listing and would be paid a bonus once it was achieved. She asserts that this core promise is clear and the court can conclude that the matters not agreed on are not essential because of the clarity of the promise that Ms. Docksteader should carry on the work and would be paid a bonus.

[51] The context includes that the alleged contract arises in an employment context, albeit one of principal and contractor, not employer and employee, a factor which has been held to support a determination that a contract was reached. However, these parties already had a contract for corporate secretary services in place by which Ms. Docksteader provided her services within a specific compensation structure. The evidence shows that the work to secure an OTC listing was within the scope of that contract. Because there was a contract in place that required Ms. Docksteader to provide the services and WonderFi to pay for them, the employment context does not compel the conclusion that the parties intended to be bound by a new bonus agreement.

[52] The March 2022 emails demonstrate that Mr. Samaroo directed Ms. Docksteader to carry on with the work to obtain an OTC listing. However, that by itself cannot amount to a promise to pay a bonus. Since working on obtaining a listing was part of her regular duties, this evidence is that Mr. Samaroo was directing Ms. Docksteader's work and priorities, in particular, to work on the OTC listing after the end of February 2022. The same is true of the evidence that Mr. Samaroo vocalized pressure to move the issue ahead quickly. Where a contractor is paid by the hours, it is not unusual for the principal to direct what work to do in what priority. Such direction is not, without more, evidence that compels the inference that doing the work she was assigned and paid for would trigger a bonus.

[53] Viewed in context and objectively, the language of the March 2022 emails is too equivocal to amount to a promise that WonderFi would pay Ms. Docksteader a bonus if she achieved an OTC listing for WonderFi after February 2022. The language of the March 2022 emails is speculative and conditional, *e.g.*, Ms. Docksteader asked if Mr. Samaroo "wanted to consider" a bonus and that if he considered the three options for a bonus she had set out, she "would love that". Mr. Samaroo used non-committal language in his reply, *e.g.*, "I still want to grant a bonus", not, "will grant a bonus".

[54] Ms. Docksteader also points to conduct after March 2022, which is therefore post-contract conduct if I find a contract was made.

[55] There is undisputed evidence that Mr. Samaroo put a lot of pressure on Ms. Docksteader to get the listing done and she worked very hard on it. However, in the communications that Ms. Docksteader points to show the pressure, there is no evidence of any discussions about a bonus for the OTC listing, or relating the pressure to a bonus. I do not consider the evidence about the pressure to get the listing done to demonstrate that a promise for a bonus had been made.

[56] Ms. Docksteader also points to the evidence of the celebration in August 2022, lauding her accomplishment of getting WonderFi listed on the OTC and the TSX. I consider that evidence to demonstrate that the listing was valued by

WonderFi and its accomplishment was a success for Ms. Docksteader. I do not consider this is evidence of a promise of a bonus. There is noting about a celebration that compels an inference that they agreed to a bonus.

[57] The other evidence around this time detracts from such an inference. About a week after the celebration, on August 29, 2022, Ms. Docksteader communicated with Mr. Samaroo about the bonus. She did not assert that a bonus was due because of the OTC listing. Ms. Docksteader explained that she did not want to be aggressive with WonderFi, so she chose to "begin a soft sell to raise the bonus discussion". Her choice of words, "soft sell" and "the bonus discussion", are telling. If, as she asserts, there was an agreement, she had nothing to sell, and there was nothing to discuss.

[58] Ms. Docksteader's explanation that she did not want to be seen to be aggressive is inconsistent with the other evidence about how she approached compensation issues with WonderFi. When Mr. Samaroo suggested a bonus for achieving a listing by the end of February, Ms. Docksteader referred to herself as speaking "Money". When she missed the deadline, she demonstrated no concern about being too aggressive with a client with whom she wanted to continue to work when she asked Mr. Samaroo about a bonus for her performance, even though she did not meet the end of February timing.

[59] I do not accept that a concern about not wanting to appear aggressive about compensation was the reason that Ms. Docksteader did not immediately raise her entitlement to a bonus when the listing was achieved, or failed to use language that conveyed her assertion of entitlement to a bonus when she did raise it. Instead, I consider the tone and language of the emails on August 29, 2022, and up to October 2022, to be a continuation of the "asking not demanding" tone and language in the March 2022 emails. The August through October 2022 communications demonstrate that Ms. Docksteader continued to attempt to persuade WonderFi to exercise its discretion to award her a bonus for the OTC listing.

[60] Ms. Docksteader was using the persuasion tactic because she did not have an agreement entitling her to a bonus. She was entitled to her regular pay under the independent contractor agreement. WonderFi had the discretion to give her a bonus. Taken in context of not meeting the February 2022 deadline, Mr. Samaroo's noncommittal position on a bonus was no more than stating that WonderFi would consider its discretion to grant a bonus if she achieved the OTC listing. When she achieved it, Ms. Docksteader took steps to persuade WonderFi to exercise that discretion.

[61] Ms. Docksteader asserts that I can draw an adverse inference from the failure of WonderFi to call Mr. Samaroo to testify and conclude that he would have testified that he promised Ms. Docksteader a bonus if she achieved a listing. The Court of Appeal, in *Buksh v. Miles,* 2008 BCCA 318 at para. 35, set out factors to consider before drawing an adverse inference. They include, whether, given the evidence before the court, the explanations proffered for not calling the witness, the nature of the evidence that the witness could provide, the extent of disclosure, and the circumstances of the trial, the trier of fact could reasonably draw the inference that the witness not called would have given evidence detrimental to the party's case.

[62] At the time of trial, Mr. Samaroo was not employed by WonderFi. He is not a witness under WonderFi's control or obviously loyal to WonderFi in a manner which would make it unlikely that Ms. Docksteader would call him. It was open to Ms. Docksteader to call him. In addition, given that the test is objective, and Ms. Docksteader did not testify to any oral communications with Mr. Samaroo about a bonus, it is unclear what Mr. Samaroo could add to the evidence. What he said in the written communications is before the court. What he understood them to mean is not relevant. Evidence he might give about the context in which they were made might be relevant. However, there is no assertion that the Court does not have the full context to decide whether the written communications amount to an agreement. I decline to draw an adverse inference in the absence of some concrete basis for the assertion that Mr. Samaroo's evidence would assist with the task of objectively determining whether the parties reached an agreement in March 2022.

[63] Considering all of the evidence, the March 2022 emails amounted to a principal/employer, WonderFi, telling a contractor/employee, Ms. Docksteader, that WonderFi would consider exercising its discretion to pay her a bonus if she achieved the listing. It was not a promise for a bonus. That is why the parties left essential matters to be worked out like the amount of the bonus and the deadline, if any. They did not need to reach an agreement on those matters because it was in the discretion of WonderFi to pay out a bonus if it saw fit.

[64] The objective evidence does not support a mutual intention to be bound to a bonus contract after the expiry of the February 2022 contract.

Conclusion on Contract

[65] The objective evidence does not demonstrate a meeting of the minds to agree to a bonus because the essential terms of the amount of the bonus and the timing of the bonus were not agreed to. In addition, viewed holistically, I am of the view that WonderFi did not promise to pay Ms. Docksteader a bonus if she achieved the OTC listing after February 2022.

Disposition

[66] Given my conclusion that there was no contract, it is not necessary to consider whether Ms. Docksteader waived her contractual entitlement to a bonus.

[67] Ms. Docksteader and Limelight's claims are dismissed.

[68] I did not receive submissions on costs. If either party wishes to make submissions that costs should be awarded other than on the usual basis that costs follow the event at Scale B, the parties should contact Supreme Court Scheduling within 30 days of these reasons for a time to appear before me. They shall exchange written submissions on costs no later than 10 days before the hearing, and shall provide those submissions to Scheduling to provide to me no later than one week

before the hearing. Absent such steps, I order that WonderFi shall have its costs of the proceeding at Scale B.

"Matthews J."