Federal Court of Appeal | Cour d'appel fédérale

Date: 20240418

Docket: A-208-23

Citation: 2024 FCA 76

CORAM: **WEBB J.A.**
RENNIE J.A.
LOCKE J.A.

BETWEEN:

DYE & DURHAM LIMITED, OMERS INFRASTRUCTURE MANAGEMENT INC. AND DOPROCESS LP

Appellants

and

JOHN PAUL INGARRA, KYLE PINNELL AND 5046013 ONTARIO INC.

Respondents

Heard at Toronto, Ontario, on January 18, 2024.

Judgment delivered at Ottawa, Ontario, on April 18, 2024.

REASONS FOR JUDGMENT BY: RENNIE J.A.

CONCURRED IN BY: WEBB J.A.
LOCKE J.A.

Federal Court of Appeal  Cour d'appel fédérale

Date: 20240418

Docket: A-208-23

Citation: 2024 FCA 76

CORAM: **WEBB J.A.**
RENNIE J.A.
LOCKE J.A.

BETWEEN:

DYE & DURHAM LIMITED, OMERS INFRASTRUCTURE MANAGEMENT INC. AND DOPROCESS LP

Appellants

and

JOHN PAUL INGARRA, KYLE PINNELL AND 5046013 ONTARIO INC.

Respondents

REASONS FOR JUDGMENT

RENNIE J.A.

Overview

[1] The appellants are defendants in a proposed class action brought under section 45 of the *Competition Act*, R.S.C. 1985, c. C-34 (the Act). They sought an order removing plaintiffs'

counsel as counsel of record, alleging that counsel had received relevant confidential information in the course of a prior retainer of a lawyer who was, at one point, also counsel to the defendants.

[2] The Federal Court dismissed the appellants' motion (*Ingarra v. Dye & Durham Limited*, 2023 FC 1046, 2023 CarswellNat 5572 *per* Gascon J.). The Court found that the appellants had not established that relevant information, let alone confidential information, was shared in the course of the former retainer. The Court also found that the former and present retainers were not sufficiently related to justify the presumption that relevant confidential information had been imparted.

[3] The Federal Court erred in finding that retainers under sections 45 and 79 of the Act were not sufficiently related. It is, however, an error of no consequence. While a finding of sufficient relationship shifted the burden to the respondents to prove that no confidential information was received, the Federal Court's conclusion that no information was in fact shared was amply supported by the evidence and fully responds to the presumption. This finding is dispositive of the appeal.

The retainers giving rise to the alleged conflict

[4] Dye & Durham Limited (Dye & Durham) provides technology solutions for legal and business professionals. It amalgamated with OneMove Technologies Inc. (OneMove) in 2016. OneMove provided web-based real estate transaction platforms, including a real estate conveyancing software platform "eConveyance™" (eConveyance). Dye & Durham now

operates eConveyance. OneMove's former Chief Executive Officer (CEO), Matthew Proud, is now CEO of Dye & Durham.

[5] The appellant DoProcess offered several products related to real estate conveyancing, including the software "Conveyancer", now rebranded as "Unity". Dye & Durham acquired DoProcess in December 2020.

[6] Nicholas Cartel and Glenn Brandys, lawyers from Cartel & Bui LLP (Cartel & Bui), and Calvin Goldman were counsel of record to the proposed class action plaintiffs. Mr. Goldman is now at his own firm, but was formerly the Chair of the Competition, Antitrust and Foreign Investment Group at Goodmans LLP (Goodmans).

[7] In 2014, Mr. Proud called Mr. Goldman, then at Goodmans, to seek advice about a potential abuse of dominance complaint under section 79 of the Act against DoProcess on the basis that DoProcess prevented eConveyance's expansion into Ontario. Mr. Goldman later advised OneMove that Goodmans was withdrawing from that retainer due to a business conflict.

[8] In 2015 and 2016, Mr. Goldman acted for Information Services Corporation (ISC) in relation to its investment in OneMove and in relation to OneMove's abuse of dominance complaint against DoProcess. ISC and OneMove agreed to a joint defence agreement for the purpose of the abuse of dominance complaint, but the agreement provided that no lawyer-client relationship would be created with the other party's counsel. In the course of this retainer Mr.

Goldman received a copy of OneMove's abuse of dominance complaint submitted to the Competition Bureau.

[9] Before the Federal Court, the appellants submitted that Mr. Goldman obtained confidential or commercially sensitive information including information about OneMove's business and views on the conveyancing software industry, a description of eConveyance and its application, how OneMove's products compared to those offered by DoProcess as well as Mr. Proud's views on the importance of integrating conveyancing software with title insurance and land registry operators.

The litigation and the motion to remove counsel

[10] In April 2022, the respondents brought a class action against Dye & Durham alleging a conspiracy to increase the price of real estate conveyancing software through Dye & Durham's acquisition of DoProcess from OMERS Infrastructure Management Inc., contrary to section 45 of the Act and resulting in damages under section 36 of the Act.

[11] Shortly thereafter, Dye & Durham raised concerns about Mr. Goldman's previous involvement in competition matters with OneMove. Consequently, Mr. Goldman withdrew as counsel, although he did not acknowledge that he was in a conflict of interest. Cartel & Bui did not withdraw, however, giving rise to the motion in the Federal Court. The thrust of the appellants' motion was that Cartel & Bui was tainted because of Mr. Goldman's alleged conflict and should therefore also be removed as counsel.

[12] The Federal Court dismissed the motion to remove Cartel & Bui, giving rise to this appeal.

The principles governing the removal of counsel

[13] Two questions are asked in determining whether a conflict of interest exists: did the lawyer receive confidential information attributable to a solicitor-client relationship relevant to the matter at hand, and, if so, is there a risk that it will be used to the prejudice of the client? A conflict of interest has been defined as a "substantial risk that the lawyer's representation of the client would be materially and adversely affected by the lawyer's own interests or by the lawyer's duties to another current client, a former client, or a third person". (See *R. v. Neil*, 2002 SCC 70, [2002] 3 S.C.R. 631, *MacDonald Estate v. Martin*, [1990] 3 S.C.R. 1235, 1990 CanLII 32, [*Martin*], and *Canadian National Railway Co. v. McKercher LLP*, 2013 SCC 39, [2013] 2 S.C.R. 649 [*McKercher*])

[14] The moving party bears the onus of establishing that relevant confidential information was shared. This can be discharged either by showing evidence that confidential information was in fact imparted to the lawyer during the solicitor-client relationship, or by showing that the new retainer is "sufficiently related" to the matters covered in the prior relationship. To find a conflict on the basis that the matters are sufficiently related, the information previously imparted to the lawyer must be "capable of being used against the client" in a "tangible manner" (*McKercher* at para. 54, *MediaTube Corp. v. Bell Canada*, 2014 FC 237, 126 C.P.R. (4th) 245 at para. 109 [*MediaTube*]).

[15] When a retainer is sufficiently related, a rebuttable presumption is created that the lawyer or firm received confidential information. Ancillary to this, it is also assumed that the information received by the "tainted" lawyer would be shared with the lawyer's affiliates, such as is alleged in the case before us (*Martin* at 1262). The presumption can be rebutted by demonstrating that no confidential information was actually shared, or by demonstrating that the information is not relevant to the matter at hand (*MediaTube* at paras. 28 and 116, *GCT Canada Limited Partnership v. Vancouver Fraser Port Authority*, 2019 FC 1147, 312 A.C.W.S. (3d) 861 at para. 82 [*GCT*]).

[16] In considering a motion to remove counsel, a court must balance the public interest in maintaining confidence in the integrity of the bar and consequently, the judicial system, against a party's right of choice of counsel and the desirability for reasonable mobility within the legal profession (*Martin* at 1243). In considering these factors, courts have generally exercised restraint before interfering with a party's choice of counsel. However, once it is found that confidential information was disclosed and could be used to the detriment of a client, the lawyer is disqualified. The client's right to confidentiality trumps the lawyer's desire for mobility (*Strother v. 3464920 Canada Inc.*, 2007 SCC 24, [2007] 2 S.C.R. 177 at para. 51).

The Federal Court decision

[17] The Federal Court noted the differences between proceedings under section 45 of the Act, a criminal provision, and section 79, a civil provision. The Court pointed out that the focus under section 45 is whether there is an agreement between competitors and an intention to enter into that agreement. Proof of anti-competitive effect is not required. In contrast, section 79 directs an

inquiry into whether the acts have had or are likely to have the effect of preventing or lessening competition substantially, with issues like market definition, anti-competitive effects, and the conduct of competitors being central. The judge found that the information purportedly shared with Mr. Goldman in the context of a section 79 investigation "concerns different and unrelated principles of competition law that have nothing to do with this proposed class action" and that the retainers were therefore not sufficiently related (Federal Court decision at paras. 68-73).

[18] Notwithstanding his finding that the retainers were not sufficiently related from a legal perspective, the judge nevertheless considered whether the information received by Mr. Goldman in the prior retainers was capable of being used against the appellants in any tangible manner. The Court concluded that the information received was not part of the factual context directly informing Cartel & Bui in the proposed class action. The Court also noted that the possibility that information from the prior retainers could have some peripheral relevance was insufficient, and that the Court should not have to "guess at the degree of connection" between the retainers and the information (Federal Court decision at paras. 75-76 and 89). The Court acknowledged that even if Mr. Proud's view of the competitive marketplace were theoretically relevant to the *mens rea* of the offence under section 45 of the Act, this did not constitute a sufficient connection, and that in any event the *mens rea* under section 45 is met only when it is demonstrated that the competitors intentionally entered into the agreement (Federal Court decision at paras. 83-84).

[19] The Court pointed to the generality of the evidence asserted to have been shared, noting that the appellants "offered no more than a bare assertion that the past relationships with

OneMove provided Mr. Goldman with access to Dye & Durham's strategic and tactical decision-making processes that would directly inform the Plaintiffs in the proposed class action" (Federal Court decision at para. 67).

[20] The Court therefore found that the first prong of the conflicts test under *Martin* was not met.

The issues before this Court

[21] The core of the appellants' submission is that the Federal Court erred in the assessment of whether Mr. Goldman's prior retainers with respect to abuse of dominance under section 79 of the Act were sufficiently related to the proposed class action alleging a conspiracy under section 45 of the Act. More specifically, the appellants allege that the Federal Court erred by focusing on the differences between the elements of sections 45 and 79 of the Act and ignoring the factual elements they share in common. They say that the relationship between the two provisions is recognized in the Act itself; section 45.1 and subsection 79(7) prohibit proceedings under both sections "on the basis of facts that are the same or substantially the same". The appellants also point to section 45 jurisprudence which included analysis of the products and product markets, and the relationships between competitors, citing *Watson v. Bank of America Corporation*, 2015 BCCA 362, 389 D.L.R. (4th) 577 and *Difederico v. Amazon.com, Inc.*, 2023 FC 1156, 2023 A.C.W.S. 5341.

[22] The appellants also argue the judge erred in holding that market information was not relevant to claims under section 45 of the Act in the face of appellate jurisprudence confirming

that the *mens rea* element under section 45 includes "an objective intention to do one or more of the things described in paragraphs 45(1)(a)-(c)", and despite Mr. Goldman's admission that market information relevant to an abuse of dominance complaint is also relevant to the *mens rea* of the section 45 offence (*Shah v. LG Chem Ltd.*, 2018 ONCA 819, 142 O.R. (3d) 721 at para. 50, leave to appeal to SCC refused, 38440 (17 October 2019)).

[23] The appellants further contend that the judge erred in failing to find that information relevant to section 79 of the Act is relevant to the damages analysis under section 36 of the Act. Injury to competition and the market, a requisite of section 79, is also relevant to penalty and damages under section 45. Loss or damage under section 36 uses expert evidence in the form of economic models and methodologies typically involving market information which would be relevant in an abuse of dominance proceeding.

[24] The appellants submit that these errors vitiate the conclusions of the Court as well as its treatment of the evidence. Had the Court not made these legal errors, it would have found that Mr. Goldman's prior mandates were sufficiently related to the present case, creating rebuttable presumptions that Mr. Goldman had relevant confidential information and that he shared it with Cartel & Bui.

[25] The appellants submit that Cartel & Bui cannot rebut the above presumptions. The denials of receipt of confidential information in the affidavits of Cartel & Bui are of little use, as objective evidence is required to rebut the presumption that confidential information was imparted. They say that the argument that the statement of claim is constructed of publicly

available information is irrelevant since the concern lies with a future risk that confidential information will be used to the detriment of the former client.

[26] The respondent's principal argument is that the judge made no error in finding that the retainers were not sufficiently related. Alternatively, they contend that the Federal Court's determination that no confidential information was in fact imparted is, as a practical matter, determinative. Put otherwise, even if a rebuttable presumption arises that Cartel & Bui possesses relevant confidential information, the Federal Court's factual determinations rebut the presumption. The judge's factual findings also respond to the question of any future risk of misuse of relevant confidential information. As no information was imparted at all, the question of future risk cannot arise. The respondents note that the judge's evidentiary findings were not challenged on appeal.

[27] As I mentioned at the outset, I agree with the respondents' alternative argument and would dispose of the appeal on this basis.

Whether sections 45 and 79 of the Act are sufficiently related

[28] The Federal Court judge conducted a thorough and thoughtful analysis of sections 45 and 79 of the Act. From a competition law perspective, the analysis is unimpeachable. The appellants' argument, however, and with which I agree, is that the Federal Court did not consider whether or not the two proceedings were, from a conflicts perspective, sufficiently related.

[29] The question of whether the retainers are sufficiently related is answered from an objective standpoint, taking into account the perspective of the reasonably informed client who may be troubled by their former lawyer now acting against them. The answer to the question of sufficient relationship also takes into account the primary purpose of the rule, which is to preserve public confidence in the integrity of the bar.

[30] An offence is committed under section 45 when a person conspires, agrees or arranges with a competitor to fix prices, allocate sales, territories, customers or markets or restrict output in respect of a product or service. Section 79, in contrast, prohibits businesses from abusing their dominant position. It requires proof that a business with substantial control of a class or segment of a business has engaged in an anti-competitive act or practice that has substantially lessened or prevented competition.

[31] Notwithstanding the key differences, rightly noted by the judge, there is a limited, but certain, underlying commonality to the provisions. Retainers under sections 45 and 79 may share many of the same facts which frame the legal advice offered. Each requires an understanding of a relevant market and of a relevant product. Each requires an understanding of existing business practices. In the case of abuse proceedings, these elements are central to the inquiry; in the section 45 inquiry, they are contextual. The close factual overlap between the provisions is recognized in the Act itself: section 45.1 provides that where an order has been sought against a person under section 79, no proceedings can be commenced under subsection 45(1) against that person “on the basis of facts that are the same or substantially the same”.

[32] The *mens rea* for an offence under section 45 also illustrates the factual overlap between actions under sections 45 and 79. The Federal Court noted that the *mens rea* for section 45 offences "is met when it is demonstrated that the competitors intentionally entered into the agreement" (Federal Court decision at para. 84). While this is correct, the *mens rea* for a section 45 offence also includes an objective assessment of the conduct of the parties in relation to an intent to achieve one of the prohibited ends found in paragraphs 45(1)(*a*), (*b*), or (*c*) (*Shah* at para. 50). This portion of the inquiry focuses on contextual intention and market and business factors beyond the agreement itself.

[33] The determination that the retainers were sufficiently related from a legal perspective does not, however, end the matter.

[34] The presumption that confidential information has been shared can be rebutted by proving that no information was actually imparted, or that no information was imparted that could be relevant, such that a reasonably informed member of the public would be satisfied that no misuse of any confidential information would occur (*Martin* at 1260-1261). In this regard, to warrant removal, the information previously imparted to the lawyer must be "capable of being used against the client" in a "tangible manner" (*McKercher* at para. 54; *MediaTube* at para. 28).

[35] This is a relatively high threshold. The information must likely be part of the factual context *directly* informing counsel's advice to the new client (*Chapters Inc. v. Davies, Ward & Beck LLP*, 2001 CanLII 24189 (ONCA), 52 O.R. (3d) 566 at para. 36 [*Chapters*]), or there must be points of connection or strategic insight acquired that have been identified by the moving

party so as to move the allegation from hypothetical to likely. Contextual, generalized information will not meet the standard. The information must be capable of being used to the detriment of the former client.

[36] A relation sufficient to warrant removal is not established by the mere fact that the legal issues in the two retainers intersect and overlap or that the lawyer acquired relevant legal knowledge and skills during the former retainer. Similarly, the possibility that a lawyer has insight into their former client's "general … litigation philosophy" will generally not suffice (*McKercher* at para. 54). Specific insight acquired into the former client's strengths and weaknesses, character and personality traits or litigation strategy will be more significant (*Skii km Lax Ha v. Malii*, 2021 BCCA 140, [2021] 9 W.W.R. 622 at para. 39 [*Malii*], citing *Le Soleil Hospitality Inc. v. Louie*, 2010 BCSC 1954, [2010] B.C.J. No. 2821 at paras. 34-36). As I will explain, nothing in the evidence reaches this level.

The evidence

[37] The presumption that information has been shared arising from a finding that the briefs were sufficiently related is rebutted by a finding that no information has been imparted (*GCT* at para. 82). The judge's conclusion that no information was imparted is therefore conclusive. I also add that this is the only conclusion open on the evidence.

[38] The judge found that there was "no realistic possibility" that relevant confidential information was provided to Mr. Goldman in his prior retainers (Federal Court decision at para.

42). At the risk of generalization, the reasons of the Federal Court can be distilled to the following:

a) There was no evidence of *confidential* information, as the descriptions of information provided by the appellants were generic, publicly available from multiple sources and common knowledge among practitioners in the field. The Court noted that the evidence establishing that Cartel & Bui only used publicly available information to prepare the statement of claim had not been contradicted, which "tips the scales" in favour of the respondents (Federal Court decision at paras. 46 and 48).

b) The allegation that Mr. Goldman had obtained relevant confidential information was merely theoretical. While the appellants did not have to explain the details of their relationship with Mr. Goldman and the claimed confidential information, they still had to describe the confidential information sufficiently so as to allow the Court to determine its nature (Federal Court decision at para. 52).

c) In any event, there was no evidence of any confidential information shared with Cartel & Bui. The affidavits of Mr. Cartel and Mr. Brandys state that Mr. Goldman had no role in the research, investigation, and drafting of the statement of claim (Federal Court decision at para. 55).

d) The judge was unable to determine the actual nature of the asserted confidential information. Mr. Goldman received no documents in the context of the 2014 retainer and had no recollection of Mr. Proud or the single phone call he had with

> him. Further, the retainers in 2014 and 2016 were in respect of alleged anti-competitive behaviour in a product market and business environment that existed prior to those dates. The allegation in the section 45 proceeding is in respect of an agreement alleged to have been reached in 2020 with damages arising subsequent to the agreement (Federal Court decision at paras. 46, 49 and 51).

[39] It is instructive, in this respect, to contrast the vagueness of the evidence before the Federal Court with that in *GCT* and *Chapters*. There, the parties provided descriptions of specific documents containing confidential information, such as board minutes, expert reports and financial statements. The evidence here does not have that degree of particularity.

[40] I also stress the judge's finding that the descriptions of the documents and information imparted were "very generic, with no specific documents or categories of documents identified" (Federal Court decision at paras. 42-46). Importantly, the judge was unable to determine what was, in fact, asserted to be "confidential". These findings were open to the judge on the evidence and no reviewable error has been demonstrated.

[41] There was, in any event, affirmative evidence before the judge that responded to the presumption. This included detailed evidence cross-referencing each of the allegations in the statement of claim to multiple, publicly available sources. That which is notorious or otherwise disclosed in the conduct of the client's affairs cannot be confidential and is incapable of being used in a tangible way to the detriment of the former client.

[42] Accepting as I do that the judge erred on the question of whether the briefs were sufficiently related from a legal perspective and that the presumption was, in consequence, triggered, the only conclusion open on the face of the record is that no confidential information was shared and that the presumption was rebutted. Therefore, I would dismiss the appeal with costs.

”Donald J. Rennie”
J.A.

“I Agree.
Wyman W. Webb J.A.”

“I Agree.
George R. Locke J.A.”

ANNEX

Conspiracies, agreements or arrangements between competitors **45(1)** Every person commits an offence who, with a competitor of that person with respect to a product, conspires, agrees or arranges **(a)** to fix, maintain, increase or control the price for the supply of the product; **(b)** to allocate sales, territories, customers or markets for the production or supply of the product; or **(c)** to fix, maintain, control, prevent, lessen or eliminate the production or supply of the product. **Conspiracies, agreements or arrangements regarding employment** **(1.1)** Every person who is an employer commits an offence who, with another employer who is not affiliated with that person, conspires, agrees or arranges **(a)** to fix, maintain decrease or control salaries, wages or terms and conditions of employment; or **(b)** to not solicit or hire each other's employees. **Penalty** **(2)** Every person who commits an offence under subsection (1) or (1.1) is guilty of an indictable	**Complot, accord ou arrangement entre concurrents** **45 (1)** Commet une infraction quiconque, avec une personne qui est son concurrent à l'égard d'un produit, complote ou conclut un accord ou un arrangement: **a)** soit pour fixer, maintenir, augmenter ou contrôler le prix de la fourniture du produit; **b)** soit pour attribuer des ventes, des territoires, des clients ou des marchés pour la production ou la fourniture du produit; **c)** soit pour fixer, maintenir, contrôler, empêcher, réduire ou éliminer la production ou la fourniture du produit. **Complot, accord ou arrangement en matière d'emploi** **(1.1)** Commet une infraction une personne qui est un employeur qui, avec un employeur qui ne lui est pas affilié, complote ou conclut un accord ou un arrangement: **a)** pour fixer, maintenir, réduire ou contrôler les salaires, les traitements ou les conditions d'emploi; **b)** pour ne pas solliciter ou embaucher les employés de l'autre employeur. **Peine**

offence and liable on conviction to imprisonment for a term not exceeding 14 years or to a fine in the discretion of the court, or to both.	**(2)** Quiconque commet l'infraction prévue aux paragraphes (1) ou (1.1) est coupable d'un acte criminel et encourt un emprisonnement maximal de quatorze ans et une amende dont le montant est fixé par le tribunal, ou l'une de ces peines.
Prohibition if abuse of dominant position **79(1)** On application by the Commissioner or a person granted leave under section 103.1, if the Tribunal finds that one or more persons substantially or completely control a class or species of business throughout Canada or any area of Canada, it may make an order prohibiting the person or persons from engaging in a practice or conduct if it finds that the person or persons have engaged in or are engaging in **(a)** a practice of anti-competitive acts; or **(b)** conduct **(i)** that had, is having or is likely to have the effect of preventing or lessening competition substantially in a market in which the person or persons have a plausible competitive interest, and, **(ii)** the effect is not a result of superior competitive performance	**Ordonnance d'interdiction : abus de position dominante** **79 (1)** Lorsque, à la suite d'une demande du commissaire ou d'une personne autorisée en vertu de l'article 103.1, il conclut qu'une ou plusieurs personnes contrôlent sensiblement ou complètement une catégorie ou espèce d'entreprises à la grandeur du Canada ou d'une de ses régions et adoptent ou ont adopté une pratique ou un comportement ci-après, le Tribunal peut rendre une ordonnance leur interdisant d'adopter la pratique ou le comportement : **a)** une pratique d'agissements anti-concurrentiels; **b)** un comportement qui a, a eu ou aura vraisemblablement pour effet d'empêcher ou de diminuer sensiblement la concurrence dans un marché dans lequel la personne ou les personnes ont un intérêt concurrentiel valable, cet effet ne résultant pas d'un rendement concurrentiel supérieur.

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

STYLE OF CAUSE:	DYE & DURHAM LIMITED, OMERS INFRASTRUCTURE MANAGEMENT INC. AND DOPROCESS LP v. JOHN PAUL INGARRA, KYLE PINNELL AND 5046013 ONTARIO INC.
PLACE OF HEARING:	TORONTO, ONTARIO
DATE OF HEARING:	JANUARY 18, 2024
REASONS FOR JUDGMENT BY:	RENNIE JA
CONCURRED IN BY:	WEBB J.A. LOCKE J.A.
DATED:	APRIL 18, 2024

APPEARANCES:

Emrys Davis	FOR THE APPELLANTS DYE & DURHAM LIMITED AND DOPROCESS LP
Earl A. Cherniak, William E. Pepall Rebecca F. Shoom Gregory A. Cherniak	FOR THE RESPONDENT CARTEL & BUI LLP

SOLICITORS OF RECORD:

Bennett Jones LLP Barrister and Solicitor Toronto, Ontario	FOR THE APPELLANTS DYE & DURHAM LIMITED AND DOPROCESS LP
Lerners LLP Barrister and Solicitor Toronto, Ontario	FOR THE RESPONDENT CARTEL & BUI LLP