

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: November 8, 2019

CASE: 2019-00070R

Citation: Jack Gale v Halton Condominium Corporation No. 61, 2019 ONCAT 46

Order under section 1.44 of the *Condominium Act, 1998*.

Member: Laurie Sanford, Member

The Applicant

Jack Gale

Self-Represented

The Respondent

Halton Condominium Corporation No. 61

Antoni Casalnuovo, Counsel

Hearing: July 1 to October 3, 2019, in writing.

REASONS FOR DECISION

A. OVERVIEW

- [1] Mr. Jack Gale is a unit owner of Halton Condominium Corporation No. 61 (“HCC61”). He has requested records from HCC61, specifically, copies of all legal bills from January 2018 to February 2019 that reference Mr. Gale’s unit.
- [2] HCC61 maintains that it is exempt from providing the legal bills to Mr. Gale for several reasons. First, it claims the legal bills are covered by common law rules of privilege. Second, it claims the records are exempt under section 55(4) of the Condominium Act, 1998 (the “Act”) and Ontario Regulation 48/01 to the Act (the “Regulation”). HCC61 also alleges that Mr. Gale is precluded from requesting the records under the Regulation. HCC61 notes that the legal bills sought contain summaries of the legal advice given to HCC61.
- [3] For the reasons set out below, I find that Mr. Gale is entitled to the records he has requested, subject to the right of HCC61 to redact certain information. No order of costs is appropriate. HCC61 is not liable to pay a penalty for its refusal to provide the records as the defence it raised was a reasonable one. HCC61 is entitled to charge a reasonable amount for the production of the requested records and it is entitled to redact certain information from the records. Neither party will be awarded remedies that are beyond the Tribunal’s jurisdiction.

B. ISSUES & ANALYSIS

- [4] The parties to this hearing agree that the records being sought are copies of all legal bills from January 2018 to February 2019 that reference Mr. Gale’s unit.

[5] There were several issues surrounding the records request made by Mr. Gale, namely:

- a) Is Mr. Gale entitled to the records he is requesting and if so, on what basis? Specifically,
 - i. Is HCC61 entitled to refuse access to the records on the basis of the rules of common law privilege?
 - ii. Are the records exempt under subsection 55(4) of the Act?
 - iii. Is Mr. Gale precluded from requesting these records under subparagraph 13.3(1)(a) of the Regulation?
 - iv. Is HCC61 entitled to redact information from the records?
- b) What fees, costs and penalties, if any, should apply and how should they be calculated. Specifically:
 - i. Is HCC61 entitled to claim a fee for producing the records and if so, how is the fee to be calculated?
 - ii. Is either Mr. Gale or HCC61 entitled to claim costs in this matter and if so, in what amount?
 - iii. Is either Mr. Gale or HCC61 entitled to any penalty from the other and if so, in what amount?

Issue 1: Is Mr. Gale entitled to receive copies of the records he is requesting and, if so, on what basis?

Background

[6] Mr. Gale and HCC61 have had a contentious relationship. HCC61 is of the view that Mr. Gale makes “excessive” requests for records to harass the staff of HCC61 and in an attempt to control the Board of Directors. HCC61 referred to 42 records requests made by Mr. Gale in the period between November 2017 and June 2019. Some of these, HCC61 alleges, were duplicate requests for the same records. While HCC61 says that it granted the “vast majority” of these requests, it submits that the sheer volume of requests and their scope are evidence of abuse of the process. HCC61 witnesses also referred to numerous complaints and threats allegedly made by Mr. Gale over many years. Mr. Gale denies this and states that HCC61 has been non-responsive and obstructionist. HCC61 takes the position that Mr. Gale has threatened litigation if his requests for records are not complied with. Mr. Gale denies making threats, although he does acknowledge that he has advised HCC61 that he intended to pursue his records requests before this Tribunal if he did not receive an adequate response to his requests. The parties have been involved in two previous applications involving records requests before this Tribunal, both of which settled. The parties are also, or have been, involved in litigation in another forum.

- [7] On October 10, 2018, HCC61 wrote to the owners of the condominium concerning legal expenses it had incurred. The text of the letter is relevant and is set out below.

Dear Owners:

We hope you have all had a wonderful summer, and as 2018 starts to wind down, the Board of Directors is beginning to compile the 2019 Budget.

The Board has become concerned about, and has attempted to manage, the increase in legal costs that HCC #61 has incurred since November 1, 2017 in order to respond to requests for records. Despite the Board's efforts to operate HCC #61 in a transparent manner, there remains one small group of Owners who have taken it upon themselves to try to micromanage and undermine the efforts of the elected Board by abusing their right to records.

The Board acknowledges that under Section 55 of Ontario's Condominium Act 1998, as amended effective November 1, 2017, Owners may submit requests for records without providing a reason for the request. The Board is also very cognizant of protecting the confidentiality of all Owners and is not aware of how this requested information, some of which must be provided, will be used by these individuals. In fact, HCC #61 has spent money this past year engaging lawyers to challenge Owners who seek to attain records for which the Condominium Act explicitly states Owners are not allowed. This includes protecting confidential or personal information the Board has about all Owners.

Since November 1, 2017 we have received 28 such requests from this one small group, all of which have been answered by the Board. These requests cover many topics such as copies of the 2017 Operating and Reserve Fund General Ledgers, copies of contracts and invoices from suppliers, the names and mailing addresses of all Owners, and the total dollar amount of unpaid 2018 special assessments. The same group of Owners has made the same request for records on multiple occasions, thinking they will receive a different response from HCC #61.

Each request received by the Board is reviewed in detail to determine if the requested information must be provided. This requires input from our legal counsel as well as the Directors; the latter are volunteers who do not have the legal expertise required to make this determination.

In addition, responding to these requests creates additional work for the Property Manager. This takes the Property Manager away from her time to perform her regular required duties and her ability to respond to the concerns of other Owners in a prompt manner.

The additional legal costs incurred will have an impact on HCC #61's 2019 budget and your monthly condo fees, as well as our ability to carry out overdue renovations to certain areas of the building.

To date, the legal costs incurred in responding to requests for records from this small group of Owners have amounted to \$17,698.71 since November 1, 2017. This figure does not include the lost productivity of property management to address these requests. Nonetheless, this small group of Owners has diverted crucial funds that could have been directed to other projects at HCC #61.

The Board strives to be transparent with all Owners, which is reflected by the many bulletins, notices and correspondence regarding the overall operation of the building. Owners are entitled to make relevant requests concerning the overall operations. However, the Board strongly objects to requests that are fishing expeditions or Owners who engage in activities to try to undermine the Board's efforts to govern HCC #61. Both of these cause HCC #61 to incur unnecessary costs at a time when we need to be conserving our funds for required building expenses.

Should you wish to comment on this information, please do so by letter to the Board c/o the Management Office.

Sincerely,
Jurgen Behn
President HCC#61
On Behalf of the Board of Directors

- [8] Mr. Gale assumes he is among the "small group" of owners referred to in the letter as responsible for the \$17,698.71 incurred by HCC61 in legal costs and HCC61 does not dispute this. Mr. Gale seeks copies of those invoices referring to his unit.
- [9] HCC61 denies an obligation to provide Mr. Gale with these records on several grounds. First HCC61 takes the position that it is protected from providing the records under common law solicitor-client privilege. Second, HCC61 claims protection from disclosure under common law litigation privilege. Third, HCC61 asserts that the records are exempt under subsection 55(4) of the Act and for that reason need not be provided. Finally, HCC61 submits that Mr. Gale is on a "fishing expedition" and is not requesting the records for reasons related to his interests as an owner as is required under subparagraph 13.3(1) of the Regulation.

Does the common law of privilege apply to protect HCC61 from providing the records?

- [10] In common law, that is the law not covered by statute, a person may claim protection from having to disclose confidential information if either the relationship or the communication is protected by the law of privilege. Privilege exists where the courts have decided that the confidentiality of the relationship or communication should take precedence over an obligation to disclose information. The most common form of privilege is solicitor-client privilege. With some exceptions, which are not relevant here, a client need not disclose confidential communications between himself and his lawyer, including the advice given and the amount of the invoice for the services. This privilege resides in the client, in this case HCC61, and may only be waived by that client. Once waived, it cannot

be reasserted. Waiver of part of a communication will be held to be a waiver of the entire communication. It is not necessary that the client intend to waive the privilege if fairness and consistency require that the waiver apply.¹

[11] A related but distinct common law privilege is litigation privilege. This privilege is narrower in application but broader in scope. It applies to any communication between a lawyer and client, including advice given, if the communication is “for the dominant purpose of use in, or in relation to existing or reasonably anticipated legal proceedings.”²

[12] In closing submissions, HCC61 explained the differences between solicitor-client and litigation privilege with a reference to the Supreme Court of Canada decision in *Blank v Canada (Department of Justice)*, 2006 SCC 39, para 27 as follows:

The Supreme Court of Canada has held that the purpose of litigation privilege is to ensure the efficacy of the adversarial process, by leaving the parties “to prepare their contending positions in private, without adversarial interference and without fear of premature disclosure”. Litigation privilege therefore creates an immunity from disclosure with respect to documents and communications whose main purpose is preparation for litigation. The Supreme Court noted some of the differences between litigation privilege and solicitor-client privilege as follows: (i) the purpose of solicitor-client privilege is to protect a relationship, whereas the purpose of litigation privilege is to ensure the efficacy of the adversarial process; (ii) solicitor-client privilege is permanent, while litigation privilege is temporary and lapses when litigation ends; and (iii) litigation privilege applies to unrepresented parties and non-confidential documents.

[13] HCC61 claims solicitor-client privilege applies to its requests for advice from its solicitors concerning the records requested by Mr. Gale as well as to the invoices sent by the lawyers. HCC61 also claims litigation privilege because HCC61 says that Mr. Gale threatened litigation if his requests for records were not met. HCC61 acknowledges that not all the records requests were accompanied by threats of litigation. It submits that because Mr. Gale had threatened litigation both in relation to records requests and in other matters and because litigation between the parties was pursued in Small Claims Court and before this Tribunal, then litigation privilege should apply to all advice sought and given concerning the records requested from January 2018 to February 2019.

[14] Mr. Gale acknowledges advising HCC61 in several cases that he intended to apply to this Tribunal if HCC61 continued to deny him records that he felt he was entitled to under the Act. However, he denies threatening legal action if his requests were not met. HCC61 provided some communication from Mr. Gale that contained a reference to intended action before this Tribunal. I conclude that the references by Mr. Gale to his intention to pursue applications to this Tribunal could reasonably be construed as threatened litigation.

¹ *Canadian Civil Procedure Law*, 2nd edition, Linda S. Abrams, Kevin P. McGuinness, LexisNexis, 2010, p. 332

² *Canadian Civil Procedure Law*, op. cit., p. 329

- [15] As noted above, litigation privilege, unlike solicitor-client privilege, has a limited duration. It is extinguished when the litigation is concluded.³ There is no persuasive evidence before me of ongoing litigation or litigation threats concerning all the records requests about which HCC61 sought legal advice. The two previous applications to the Tribunal concerning records requests by Mr. Gale have been settled. HCC61 acknowledges that not all records requests were accompanied by litigation threats. I conclude that while litigation privilege may apply to some of the records requests, it has been extinguished or does not apply to others. Based on the evidence before me, it is impossible to determine which records requests are the subject of current litigation threats.
- [16] HCC61 submits that litigation privilege should apply to all requests because, based on the threats made by Mr. Gale, HCC61 treated all records requests as relating to contemplated litigation. This submission is problematic. Was it reasonable for HCC61 to assume that every request for records would result in litigation? This seems inconsistent with its insistence, in the October 10th letter, that it was aware of the need for transparency in providing access to records. It also seems inconsistent with the provisions of the Act which set out in detail which records are to be provided. It would have been reasonable for HCC61 to assume that most records requests would be granted. It would only be reasonable to expect every request to end in litigation if HCC61 intended to deny all requests, which is surely not the case. However, it is not necessary to determine the point in light of my finding, discussed below, that HCC61 has waived a portion of its privilege relating to this request.
- [17] HCC61 also claims protection on the basis of solicitor-client privilege. Solicitor-client privilege is not limited in duration. It would operate in this case to protect confidential communications between HCC61 and its lawyers unless the privilege was waived by HCC61. The question is whether HCC61 has waived this privilege and, if so, to what extent.
- [18] In the October 10, 2018 letter that HCC61 sent to the condominium owners, HCC61 disclosed the following information:
- a) It had sought legal advice concerning 28 records requests received from November 2017 to the date of the letter;
 - b) The requests came from a “small group” of condominium unit owners;
 - c) The specific legal advice sought was “to determine if the requested information must be provided”, and,
 - d) HCC61 paid \$17,698.71 in legal fees for this advice since November 2017.
- [19] HCC61 has waived its solicitor-client privilege and, to the extent that it applies, its litigation privilege, in relation to the information it has disclosed. HCC61 has

³Ibid p. 329, “common law litigation comes to an end, absent closely related proceedings, upon the termination of the litigation that gave rise to the privilege”

disclosed the total amount of the invoices and the general reasons for consulting the lawyers; it has waived the privilege to that extent. Since the total invoice amount is an aggregate of individual invoices, the waiver extends to those individual bills. It should be noted that, while HCC61 has waived its privilege protection concerning the four disclosures it made in the October 10th letter, it has not waived its privilege in other respects. For example, the advice given to HCC61 in respect of the records requests remains privileged information.

- [20] The effect of the letter is to suggest that a small group of condominium owners caused unnecessary legal expense on the part of HCC61. This is an expense that the condominium owners as a whole are obliged to bear and an expense that, HCC61 alleges, will prevent it from undertaking “overdue renovations”. There are 205 condominium units in HCC61. It is reasonable to assume that many if not most of the condominium unit owners would know at least some of the members of the small group who have caused this expense to be incurred. Mr. Gale now requests the legal invoices relating to his unit. Having disclosed some information about the legal advice sought and the total amount paid for this advice, HCC61 cannot in fairness shelter behind either the litigation privilege or the solicitor-client privilege to deny Mr. Gale the records he seeks.

Are the records exempt under subsection 55(4) of the Act?

- [21] The Act and Regulation set out the rights of unit owners to request records of a condominium corporation and the process by which this is to be done. The records provisions of the Act are broadly worded and are intended to foster transparency between condominium unit owners and the condominium corporation.
- [22] Section 55 (3) of the Act obliges a condominium corporation to “permit an owner ... to obtain copies of the records of the corporation... except those records described in subsection (4).” Subparagraph 55(4) (b) exempts “records relating to actual or contemplated litigation, as determined by the regulations, ...” Subsection 55(6) is also relevant to this matter. It provides that a condominium corporation may disclose records relating to actual or contemplated litigation.
- [23] Concerning the exemption for “actual” litigation, Mr. Gale submits that these and other examples of previous litigation cited by HCC61 relate to litigation in the past and should no longer be subject to the exemption. This position is incorrect. HCC61, in its closing submissions referred to a decision of this Tribunal in *Robert Remillard v. Frontenac Condominium Corporation No. 18*, 2018 ONCAT (CanLII). In that case, the Tribunal decided that the litigation exemption in the Act, unlike the common law litigation privilege, is not extinguished at the conclusion of the litigation. It survives the end of litigation.
- [24] As noted above, a challenge in this case is that the testimony of HCC61 witnesses does not clearly set out which records requests were accompanied by threats of litigation and which were not. Obviously, the two cases that went to the Tribunal

would qualify as “actual litigation” but it is not clear that any advice about the records requested in those cases are included in the 28 records requests about which HCC61 sought advice.

- [25] HCC61 submits that because of threats by Mr. Gale in particular, all legal advice sought on any record request after November 2017 should be viewed as in contemplation of litigation. The Regulation defines “contemplated” litigation as meaning “any matter that might reasonably be expected to become actual litigation based on information that is within a corporation’s knowledge or control...” As discussed above, it would only have been reasonable for HCC61 to expect every request to end in litigation if HCC61 intended to deny all requests, an argument at odds with the position it took in its October 10, 2018 letter to its owners and at odds with the intent of the Act. I conclude that HCC61’s argument that it sought all the legal advice in contemplation of litigation is a weak one. However, it is not necessary for me to determine if the exemption for contemplated litigation applies in this case because of my decision about the application of subsection 55(6), below.
- [26] Subsection 55(6) of the Act permits a condominium corporation to disclose records relating to actual or contemplated litigation. The question is whether, having disclosed some information about the records in its October 10, 2018 letter, HCC61 can now rely on the litigation exemption to deny Mr. Gale’s records request.
- [27] The disclosure was not of some inconsequential details about the records. It was a material disclosure that went to the substance of the records. HCC61 disclosed why it had sought legal advice, the number of records involved and the total of the invoiced amount. I conclude that HCC61 cannot now claim the exemption to deny Mr. Gale the records themselves. To conclude otherwise would open the possibility that a condominium corporation could selectively disclose information from a record for some purpose of its own while denying access to the record itself. Such an interpretation might well enable a condominium corporation to use selective information to cast aspersions on an owner while denying that owner access to the record which might provide a defence. While I am not making a finding that this has happened in this case, the danger of this consequence is real. The result would not only be manifestly unfair but would be inconsistent with the intention of the records provisions of the Act to encourage transparency. An interpretation of subsection 55(6) which will avoid this result is to interpret it as meaning that if a condominium corporation discloses substantive information about a records request, it cannot claim to be exempt from providing the record itself. As in the case of the common law principles of waiving a privilege, a condominium corporation would not be obliged to provide portions of the record which were unrelated to the information it had given out.
- [28] The result in this case is the same whether we consider the common law rules of privilege or the application of the Act. As a result of its disclosures in the October

10th letter, HCC61 cannot rely on either the law of privilege or the statutory exemption to deny Mr. Gale access to the records he seeks.

Is Mr. Gale precluded from requesting records under subparagraph 13.3(1)(a) of the Regulation

[29] As noted above, the Act sets out a wide entitlement to records by condominium unit owners. One exception to this entitlement is set out in subparagraph 13.3(1)(a), which provides:

The right to examine or obtain a copy of a record under subsection 55 (3) of the Act does not apply unless,
(a) an owner, a purchaser or a mortgagee of a unit requests to examine or obtain the copy and the request is solely related to that person's interests as an owner, a purchaser or a mortgagee of a unit, as the case may be, having regard to the purposes of the Act; ...

[30] In written testimony, the President of the Board of HCC61 wrote:

While the Applicant is not required to specify a purpose when making the request(s) for records, each request must be "related to that person's interests as an owner, having regard to the purposes of the Act", as per Subsection 13.3(1) of the Regulation. An owner does not have free rein to make unreasonable demands for records or go on a crusade or fishing expedition, as the Applicant is doing in this case in an effort to "control" HCC 61's board.

[31] HCC61 points to Mr. Gale's practice of making multiple requests for the same documents and making repeated requests without completing the prescribed form. HCC61 also alleges that Mr. Gale has directly approached both HCC61's lawyers and members of HCC61's Board with requests for records and information about the records. HCC61 also alleges that Mr. Gale has made repeated threats.

[32] Mr. Gale states that in making the current records request, he is concerned that extra legal expenses are being incurred to instruct the lawyers as to the substance of the request. He notes that if there were 28 requests, as reported, that amounts to \$632.10 per request, which he believes is high, especially when, as the October 10th letter asserts, multiple requests are being made for the same records.

[33] There is evidence that Mr. Gale has in the past abused the records request process by emailing requests rather than using the prescribed form and by approaching people other than the staff of HCC61. While this pattern of conduct is troubling, it is not, in itself, grounds for denying his request in this case. This request was completed on the prescribed form. While HCC61 alleges that Mr. Gale has repeatedly requested legal invoices, it is not clear how many of those requests relate to these specific invoices. It appears that some requests relate to legal expenses incurred in other matters. While Mr. Gale is himself a licenced

property manager, he is not a lawyer and should not be expected to understand when the legal privileges and exemptions claimed by HCC61 should apply.

[34] The reasons Mr. Gale gives for requesting the legal invoices, that is to question the amounts, are legitimate. It is also legitimate for him to ask to see what proportion of the legal bills relate to his unit, particularly given HCC61's allegation that he is part of a small group responsible for incurring significant legal costs. I find that Mr. Gale's request is related to his interest as an owner, having regard to the purposes of the Act. Therefore, his records request is not excluded by the operation of subparagraph 13(1)(a) of the Regulation.

[35] I conclude that there is no reason in law why Mr. Gale should be denied access to the records he seeks. The records are otherwise accessible under the provisions of subsection 55(3) of the Act. Therefore, HCC61 is obliged to provide the records to Mr. Gale.

Is HCC61 entitled to redact information from the records it provides?

[36] HCC61 advises that the invoices contain references to the legal advice that was given. That legal advice remains subject to solicitor-client privilege. It has not been waived by HCC61. Similarly, under subsection 55(6) of the Act, HCC61 did not disclose the legal advice. HCC61 may, therefore, continue to claim an exemption from disclosing the legal advice under subparagraph 55(4)(a), to the extent that this subparagraph applies. Therefore, HCC61 is entitled to redact from the legal invoices references to the substance of the legal advice given. HCC61 should be careful not to over-redact. Information that does not relate to the advice given but which prevents Mr. Gale from determining which records request the invoice relates to would be inconsistent with the intent of the records provisions.

[37] I conclude that HCC61 may redact from the records provided to Mr. Gale information that refers to the legal advice given.

Issue 2: Is either party entitled to fees, costs or penalties and, if so, how is this amount to be calculated?

Can HCC61 claim a fee for producing the records and if so, in what amount

[38] The legal invoices are non-core records as determined under the Regulation. The combined effect of subsection 55(3) and subparagraph 55(3.1) (c) of the Act, read together with subsections 13.3 (7), (8) and (9) of the Regulation, is that HCC61 has the discretion to charge a reasonable amount for the labour and delivery costs of non-core records produced. This would include a reasonable amount to reimburse the condominium corporation for labour costs incurred in redacting information from these records. Under the Regulation, HCC61 may also charge up to \$0.20 per page to photocopy or print the records.

[39] HCC61 advises that there are 34 records. It estimates that it will take two hours to redact the records and proposes charging \$30 an hour for this work. HCC61 also proposes charging \$0.20 per page for photocopying. The amount of the labour charges has been found to be reasonable in previous Tribunal decisions. I conclude that the amount of \$60 for labour costs and \$6.80 for photocopying is reasonable. Mr. Gale objected to the photocopying charges on the grounds that the records might be provided electronically. I accept HCC61's submission that the records are only available in a paper format. I conclude that HCC61 may charge \$66.80 for the costs of producing the requested records.

Are either Mr. Gale or HCC61 entitled to costs in this matter and if so, how are these costs to be calculated?

[40] Mr. Gale did not claim costs in this matter. HCC61 did claim costs. It submitted a legal invoice in the amount of \$7,439.36 and proposed that an award of costs in the amount of \$1,500 would be appropriate. Under Rule 33.1 of the Tribunal's Rules of Practice, legal expenses are not to be subject to a costs award "unless there are exceptional reasons". I am aware that there have been past grievances between the parties, but I do not find that, in this proceeding, either party has conducted themselves in such a way as to give rise to the "exceptional reasons" referred to in Rule 33.1.

[41] I would caution Mr. Gale that if in a future proceeding it were determined that he had abused the records request process, there might be cost consequences. In the circumstances of this case, however, no costs award will issue.

Is either party entitled to a penalty and, if so, how is the penalty to be calculated?

[42] Subsection 1.44(1) 6 of the Act gives the Tribunal the jurisdiction to order a penalty be paid to Mr. Gale if the Tribunal considers that HCC61 refused to provide Mr. Gale the records he requested without reasonable excuse. Mr. Gale made no request for a penalty. In any event, some of HCC61's reasons for refusing the records raised issues that have not previously been determined by this Tribunal and were reasonable as explanations for not providing the records initially.

[43] HCC61 is requesting a "penalty" to be levied against Mr. Gale. The Tribunal has no jurisdiction to award a penalty against an Applicant. Accordingly, no order as to penalty will issue.

Is Mr. Gale entitled to any other remedy?

[44] Mr. Gale has requested a number of other remedies, such as a letter from HCC61 "absolving those implicated" in the October 10th letter. These remedies are beyond the jurisdiction of the Tribunal. In applications involving records requests, we are

restricted to deciding whether the requested records should be provided, on what terms, at what fee and subject to what order as to penalty.

C. ORDER

[45] The Tribunal directs HCC61 to provide Mr. Gale with copies of all legal bills from January, 2018 to February, 2019 that reference Mr. Gale's unit. These records are to be provided within 30 days of the date Mr. Gale pays the amount of \$66.80 to HCC61, which represents a reasonable estimate of the costs of producing the records.

[46] Before providing the legal bills, HCC61 may redact from the records references to the legal advice it received.

Laurie Sanford
Member, Condominium Authority Tribunal

Released On: November 8, 2019