

Antitrust Enforcement in Traditional v Online Platforms

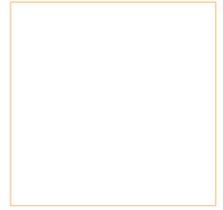
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Abstract

On 4th and 5th December 2015, ENTraNCE for Executives had its second workshop, dealing with the antitrust concerns raised by traditional and online platforms. The event was divided into 4 panels over two half-days. The workshop gathered different stakeholders, who exchanged ideas concerning the challenges of enforcing competition rules in markets where platforms play a central role. Attendees included representatives of National Competition Authorities (NCAs), international organizations, academia, industry, as well as law and consulting firms.

The workshop generated a lively debate. While there was consensus among participants on some issues, it also emerged that a number of questions needed to be further investigated. This policy brief aims at summarizing the main points raised during the discussion. Moreover, the brief aims at stimulating further debate and defining the background for a possible follow-up workshop on the same topic.



1. Definitions

The first issue faced by participants was to find common definitions as starting point for further reasoning. Attendees agreed that the relevant terminology is used in a confused and often improper way. For example, the terms platform and two-sided markets are neither interchangeable nor necessarily linked. Secondly, while there are no doubts about the fact that developments in digital technologies facilitated the diffusion of platforms, there are still uncertainties about which are the essential features of a platform operating in two or multi-sided markets.

Typically, a two-sided platform can be defined as a firm that acts as a platform and sells two different products or services to two different groups of customers, taking into account that the demand from at least one group of customers depends on the demand from the other group of customers. Moreover, in a two-sided platform, customers of the two groups do not consider, and anyway are unable to internalize, the indirect network effects.. On the basis of this definition participants agreed that a number of the online platforms are not properly working as two-sided markets (i.e. most online newspapers and media content which rely on subscribers).

During the discussion, a distinction was put forward between transaction and non-transaction platforms, depending on whether there is or not a transaction with the end-users which is observable on the platform itself. In case of transaction platforms, the latter can ask for a fee on each transaction. Although still important, such distinction is somewhat blurring in practice. For example, on the advertising market, if a user clicks on an advertisement link an interaction visible by the platform takes place. The same dynamic appears with mobile payments: geolocation technologies over smartphones allow the operating system to see the transaction.

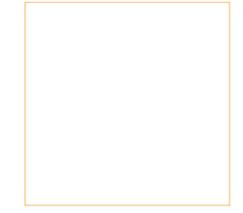
Participants reflected on the fact that the two-sidedness of a platform can derive either from its nature or from contractual arrangements among the platform and the users on one or the other side. Therefore, a platform can be two-sided also because of the business models it adopts.

Finally, attendees noted that there is a difference between the concept of intermediary and that one of two-sided platform. In fact, not all intermediary platforms are two-sided; consumers could not care about the number of producers that sell on the intermediary and producers could not care about the number of consumers once they are paid by the intermediary. Briefly, the two-sidedness depends on the degree of pass-through within the platform: the higher the pass-through, the lower the two-sidedness.

1. 2. Relevant market

The second issue participants debated about was how to define the relevant market in case of platforms, and how many relevant markets are there.

Since in transaction platforms the product or service is sold either on both sides of the market or on none, then the relevant market should include both sides. In fact, in those cases, either a company competes on either parts, or nothing; here, the distinction between buyer and seller loses value. However, attendees noted that in transaction platforms, for a transaction to take place both sides of the platform have to be convinced; the issue then is to identify who has the power to decide if such transaction actually takes place through the given intermediary or not. On the contrary, attendees seemed to share the view that in case of non-transaction platforms, the product or service is distinctly one sided, and therefore two interrelated markets should be identified.



Moreover, it was argued that the relevant EU case-law does not provide clear-cut guidance. For example, in the Google/Double Click case¹ only one market was taken into account during the merger's assessment. On the contrary, in the MasterCard case², the Commission looked at two interrelated markets. As known, the company appealed the decision, but it did not appeal the market definition.

In any event, there appeared to be consensus on the fact that while identifying the relevant markets competition authorities have to apply the SSNIP test taking into account the peculiar features of the two-sidedness, where present.

Furthermore, some expressed the idea that more and more the concept of relevant market is matched with the concept of industry; while the concept of platform is often matched with that of a single firm. If this becomes true, then the possible antitrust intervention should lose its traditional features and concentrate on individual targets. Pros and cons of this development were lively debated among participants.

Finally, it was suggested that while looking at the relevant market, the geographical dimension should be duly taken into account; in fact, the majority of platform markets are either global or regional in scope.

3. Market power

Participants debated the application of the traditional legal definition of significant market power in case of two-sided markets. Participants agreed that the price on one side of the platform depends on the price elasticity on both sides, on the marginal costs on both sides and eventually on the degree of indirect network effects. Therefore, the marginal costs and the prices on both sides should be summed up and compared. However, a problematic issue remains: the competitive benchmark for the price on the one side; in fact, in case of platforms it is not always true that competition pushes the price of one side down (this is, for example, the case of Google Maps).

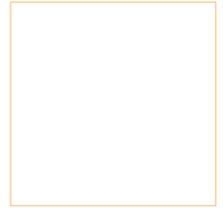
A number of additional questions were raised during the discussion. Attendees noted that even in those cases where there is no payment on one side, that is when a product/service is provided free of charges, there is still a market, and thus we need to interrogate ourselves about market power of the platform. However, in such cases it is difficult to identify buyers and sellers, and participants agreed on the fact that the most correct terminology would be "users".

Moreover, attendees highlighted again that dynamics are different depending on whether there is or not interaction among the two-sides of the platform. In fact, in case, for example, of newspapers or car businesses, there is no interaction and thus it remains unclear what is the competitive benchmark for prices.

Another element taken into due account was the length of market power. Attendees wondered whether in those fast-moving markets with direct and indirect externalities, competition is truly "a click away", and what is the role of innovation in defining market power. On the one hand, the tendency to monopoly in such markets is undisputable; this is why a number of participants

1 European Commission Decision, Case No COMP/M.4731 – Google/ DoubleClick, Brussels, 11.03.2008. C (2008) 927 final.

2 European Commission Decision, Case COMP/34.579 – MasterCard, Case COMP/36.518 – EuroCommerce, Case COMP/38.580 – Commercial Cards, Brussels, 19.12.2007, 2009/C 264/04.



argued that we should talk about competition for the market rather than competition in the market. If this is the case, then the question rises whether it is truly efficient to have only one platform or whether many would be preferable, and why.

This, in turn, triggers the question on what competition authorities should do, and how they should protect the competitive process, which should guarantee innovation and avoid that consumers are locked-in by resilient players. There appeared to be consensus on the fact that antitrust policy should have the role of preserving a competitive ecosystem, although some uncertainties remain on which could be the best suited tools to achieve this goal. For example, does the relevance of business model coupled with competition for the market dynamics mean that authorities have to protect specific business models? On a different issue, if a market cannot anymore operate if network effects do not exist, what are competition authorities supposed to do?

Moreover, participants debated at length about the criteria that should be used to identify market powers and thus the key competitors. Some argued that traditional criteria might not be enough, and that we need new and more solid ones. As a way of example, market shares do not appear very suitable, because: (i) indirect networks effects are not taken into account when measuring market shares; (ii) in fast growing markets, a very strong market position on day one, could be challenged on day two if there are no barriers to enter the market; and (iii) it does not consider barriers to entry.

Another criterion lively debated was the possession of big amount of data. In *Facebook/WhatsApp* merger decision³ the Commission has described for the first time a strong market position of the platform in terms

of large amount of data. Another interesting case is *Booking.com*⁴; participants wondered whether, because of the data it has gathered, this platform will have a competitive advantage over any other new platform, and whether this could constitute a barrier to market entry. Some participants argued that competition authorities could intervene to guarantee that customers are allowed to portability of all data. Such strong intervention would be similar, for example, to the one about portability of numbers imposed to telecommunications companies in the previous decade. Some noted that big data are essential also in the insurance market. There, the practice of collecting data on one market in order to provide better or more products/services on another market could become essential in the near future; therefore, some considered desirable the European Commission could look at this issue in details.

In more general terms, nowadays tremendous attention is dedicated to the issue of big data and analytics, and this is demonstrated, among others, by the joint study that the French and German competition authorities are currently conducting on the possibility to consider data as additional criteria to establish market power.⁵

3 European Commission Decision, Case M.7217 – Facebook/ WhatsApp. Brussels, 03.10.2014 C(2014), 7239 final.

4 Decisions of the French, Italian and Swedish NCAs accepting commitments from Booking.com case are available at:
http://www.autoritedelaconcurrence.fr/user/standard.php?id_rub=606&id_article=2534 (11.1.2016)
http://www.agcm.it/component/joomdoc/allegati-news/I779_chiusura.pdf/download.html
<http://www.konkurrensverket.se/en/news/commitments-given-by-booking-com-benefit-consumers>

5 See, among others: <http://www.august-debouzy.com/en/flash/001225-competition-and-big-data-french-competition-authority-eve-starting-sector-inquiry.html>



A number of attendees suggested that processing of data on a systematic way could constitute an additional and independent criterion for mergers' assessment, as well as a pre-emptive defence. However, a few questions remain unanswered, such as how to properly calculate the economic value of data and where to fix the relevant thresholds.

As a conclusion, participants stressed that market power in itself is not an antitrust issue; thus, owning big data should be *per se* neutral in competition terms, as long as no abusive behaviours take place.

4. Platforms as facilitators of concerted practices

Following some scholars' classification, participants debated about four categories of concerted practices facilitated by platforms: (i) messengers: where computers are used to assist in implementing and/or monitoring a cartel; (ii) hub and spoke: where an algorithm is used to determine a market price charged by numerous users; (iii) 'predictable agent': where humans design a machine to deliver predictable outcomes and react in a given way to changing market conditions; and (iv) autonomous machine: where machines are programmed to determine means to achieve given target (e.g. optimise profit) through self-learning and experiment.

Each of these categories, except perhaps the first one, raises specific antitrust concerns. Hub and spoke can become a cluster of vertical agreements. In case of predictable agent's models, if the entire industry adopts the same algorithm, this could lead to anti-competitive effects. Finally, the case of autonomous machines appears the most challenging, as the anti-competitive effect could verify without any communications among machines and without any anti-competitive intent.

Participants debated on whether competition authorities are well equipped to deal with these cases. There was consensus about the fact that self-learning algorithms are the most critical situation. Some suggested that competition law is not well positioned to address these specific concerns, and that perhaps a regulatory intervention would be best placed. In any case, attendees seemed aware of the fact that, considering that we are going towards a future of the Internet of Things (IoT), the choice we make today will have enormous consequences on the tomorrow's scenario.

As examples of case law dealing with platforms as facilitators of concerted practices, the rulings of the European Court of Justice (ECJ) in *Mastercard*,⁶ *Groupement de Cartes Bancaires*,⁷ *Treuhand*,⁸ the opinion of the Advocate General in *Eturas*⁹ and the Commission decisions in the interest rate derivatives cartels¹⁰ have been discussed in details during the workshop.

The *AC Treuhand* case shows that even consultancy firms can be seen as platforms. Participants reflected on whether, in case of consultancies, there should be mutual agreement among the parties, and specifically if the awareness of the consultancy firm concerning the competition law infringement would be needed to speak about infringements.

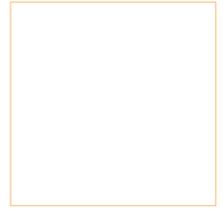
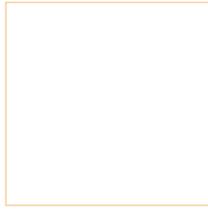
6 Case C-382/12, *MasterCard and others v. Commission* (2014), ECLI:EU:C:2014:2201.

7 Case C-67/13, *Groupement des cartes bancaires (CB) v Commission* (2014), ECLI:EU:C:2014:2204.

8 Case C-194/14, *AC-Treuhand AG v European Commission* (2015), ECLI:EU:C:2015:350.

9 Opinion of the Advocate General Szpunar in *Eturas and others v. Lietuvos Respublikos konkurencijos taryba* delivered on 16.7.2015. ECLI:EU:C:2015:493.

10 The text of the decisions is available at: <http://ec.europa.eu/competition/cartels/cases/cases.html> (11.1.2016).



Moreover, following the *JPY Libor* Commission decision, also a broker can be seen as a facilitator. More specifically, the behaviours of (i) disseminating misleading information to certain JPY Libor panel banks to influence their JPY Libor submissions; (ii) using its contacts with several non-participant JPY Libor panel banks to influence their submissions; and (iii) serving as a communications channel between two traders can be interpreted as activities strongly facilitating the cartel. Peculiar reasoning is necessary when entities standing outside the system can be seen as facilitators.

The case of *MasterCard* clarifies that an association of undertakings could also act as cartel facilitator. In such case, the collective interest plays a role; in fact, in the case at stake the whole organisation pursued the same objective both before and after Initial Public Offering. However, participants noted that the presence of more schemes on one market sometimes leads to less competition, not more; therefore, reverse competition dynamics may apply. In addition, the interchange fees mechanism adopted by MasterCard is a meaningful example of pricing policy in a two-sided market, as far as it constitutes a useful tool to balance the costs on the two sides.

Another issue deeply debated concerned the analysis under Article 101 TFEU of such facilitating behaviours. First, the assessment of a conduct under Article 101 (1) TFEU requires to take into due account the two-sidedness of the markets as part of the actual context where the conduct takes place. Second, it also imposes to consider any balancing elements (such as combating free-riding) needed to identify whether there is a restriction of competition, and whether this is by object or effect restriction. Third, once established that the measure is liable to restrict competition under Article 101(1) TFEU, the economic advantages flowing from it should be

assessed under Article 101(3) TFEU. Participants called for attention over these steps, as well as over the fact that using Article 101(1) rather than 101(3) TFEU can have enormous consequences on the results of the market analysis.

As general take-overs from the relevant case law, attendees agreed on the fact that the two-sidedness can complicate the antitrust assessment, that the specific elements of each case matter, and make it more difficult to properly analyse the market and find solutions, when needed. However, some attendees also suggested that, if on the one side technological developments bring about new challenges, on the other side, the case law sends the message that a number (the majority?) of traditional antitrust concepts can be applied relatively easily to them.

Before closing the session, a peculiar and interesting case was debated: the new regulatory framework for financial benchmarking. It was explained that, within the old system of benchmarking, calculation was made by an agent (Euribor) that fixed the index and disseminated it widely. On the one hand, Euribor was thus a benchmark of systemic importance for financial stability. On the other hand, the uncertainty regarding the integrity of Euribor's reference rates represented a potentially serious vulnerability and risk for the entire system. There was a clear conflict of interest at the management level and no Chinese walls to address it nor a robust governance regime. This caused, among others, losses for consumers and investors. In conclusion, there was a need for action, felt and called for by all market operators. The reaction of supervisors and regulatory authorities has been strong and a new governance structure has been imposed by regulation. In conclusion, this case is extremely meaningful both because of the intensity of the regulatory intervention and the high appreciation



of such intervention by market operators. However, participants have been hesitant towards an invasive and more generalised regulatory intervention in the payment sector. Some argued that regulation could help in very exceptional situation only and if justified by certain kind of policy objectives. For example, the reason to intervene in the payment sector was that the practice was seriously hampering the internal market. Thus, the regulatory objective was to lower the fees, but also to open national markets. Some made a comparison with the reasons behind the regulatory intervention in the telecom sector. However, it was noted that while some years ago each telco's network was considered a market, at least for call termination, on the contrary each acquiring bank does not constitute a market at least for the moment.

5. Platforms and anti-competitive clauses

A lot of debate was devoted to the analysis of clauses, widely used by platform businesses that have likely anti-competitive effects. The first discussed clause was the price parity clause. It has been suggested that such clauses can be distinguished in narrow price parity (for example, in the case of online travel agencies, the parity applies only between the hotel and the single agency) and wide price parity (in the same example, the hotel promises the same rate to all online agencies).

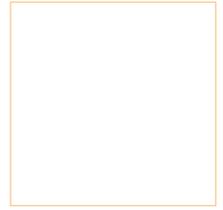
Participants agreed on the fact that the main issue in case of price parity clauses is to identify the specific theory of harm. In fact, it might be difficult to apply Article 101 TFEU if the welfare effects of the clause are not clear. Some call for the use of presumptions, others for recourse to the infringement "by object" category, which leaves the defendant no other option than finding a solid efficiency defence. The problem then resides at the level of probation: how to prove adequately the anticompetitive effect, and how to do the same with the efficiency defence.

Furthermore, the question was raised on how to proceed when is the overall industry that creates anti-competitive effects, and not the single agreement. The French Law 2015-990 for economic growth and activity, known as the "Macron Law",¹¹ appears to have undertaken this approach while instigating further rules that apply horizontally to all contracts for online reservations between hotels and Online Travel Agencies.

On the other side, authorities of a number of Member States (e.g. France, Sweden and Italy) have closed their investigations against Booking.com accepting the commitments submitted by the respective relevant company. However, there appeared to be various views on such commitments: while some participants considered them an effective tool, others raised concerns about their legitimacy. They reckon that, especially in the *Booking* case, but also more widely, there has been a failure in the communication to the public, which is unhappy with the solutions adopted.

Moreover, if the competition issues are the same in the different Member States, than the commitments accepted by different NCAs should be the same. However, participants noted that this is only true insofar as market conditions are similar in each relevant State. In any case, they wondered whether the European Competition Network played an adequate role in this situation, or whether it could have done more to manage a more efficient and coordinated decentralised enforcement of competition rules. Some also argued that the European Commission could have been best placed to decide for the entire EU territory, and avoid the Booking business model to be accepted in some member States, but not in others.

¹¹ The text of the legislation is available at: http://www.legifrance.gouv.fr/jopdf//jopdf/2015/0807/joe_20150807_0001.pdf (11.1.2016).



After looking at recent cases, attendees agreed on the fact that numerous questions remain open with regard to parity agreements across platforms, many of which were discussed during the OECD roundtable that took place on 25-26 October 2015. As for the anticompetitive concerns, it was observed that if entry strategy has high costs, especially in cases of network effects, this could create barriers to entry. Moreover, if inter-brand competition is removed, platforms have no incentives to improve quality aspects such as fraud protection mechanisms, etc. On the other hand, hotels have no incentives to reduce their prices, but only to put pressure on the platform to obtain a reduced commission. If those effects verify consistently, one might argue that the entire business model of online travel agencies should be reconsidered, because not sustainable from a competition perspective.

However, on the other side, the likely efficiencies created by parity clauses were also considered. Some suggested that these clauses are able to solve some of the free-riding problems created by consumers. The latter it is not a hypothetical concern, but a concrete one, which nevertheless depends on the degree. However, some added that in order to better assess if the price parity clause is truly indispensable to avoid this problem, the level of investment made by the platform should be taken into account.

Nevertheless, there appeared to be consensus on the fact that to say that competition among hotels would be untenable without commitments is a too strong statement, which protects business models more than eliminating a competitive concern. In view of these difficulties, some participants suggested that trial-and-error remedies could be the best solution to properly address the current competition issues in the online travel agencies sector.

Participants identified other four types of potentially anticompetitive clauses: (i) exclusivity, (ii) tying,

(iii) Across platforms party agreements (APPA), and (iv) horizontal agreements (from coordination to mergers). They all have specific economic trade-off, which were closely analysed.

A specific attention was dedicated to mergers among online platforms. It was noted that often those mergers are not assessed in depth by the competent authority. The latter tend to justify such lack of analysis with the absence of entry barriers in the market. However, it was noted that in numerous cases a substantial price increase verifies after the merger. This leads to the conclusion that there are often some entry costs, which are essential for the analysis and should not be ignored by the authority assessing the merger.

Among the conclusive observations made while debating about anti-competitive clauses often used by platforms, some participants drew the attention on the role of various additional actors. Some discussed whether, in case of commitments, we could imagine a concurrent power of national regulatory authorities, which have a deeper knowledge of many relevant markets and could thus intervene quicker and in a more efficient way. Others noted that where competition authorities do not intervene, are late in doing so or do not have the necessary powers, the national parliaments have taken action, and that they wondered whether it is desirable that they do it more frequently.



6. Exploitative v. Exclusionary Conducts Facilitated by Platforms

The next topic debated during the workshop concerned the exploitative and exclusionary conducts that could be facilitated by the use of a platform. As a starting point, it was highlighted that it is difficult to identify a clear dividing line between the two categories of abuses. This happens because platforms constitute only a segment in the value chain and, especially in case of vertically integrated platforms, exclusionary and exploitative concerns might intertwine along the chain. This means that, for example, an exclusionary behaviour towards a rival at a certain level of the value chain could harm consumers elsewhere in the same chain. Moreover, the interdependence between different categories of users complicates the picture.

A number of cases were identified that have both exclusionary and exploitative features, among others the *E.On* case¹² from November 2008 on withholding capacity and balancing, and the ongoing *Google* case¹³. In the *E.On* case, the market power was used in different way in the short and long term, affecting different actors (i.e. consumers and other producers, respectively). In the *Google* case, the attention seemed to focus not only in an exclusionary clause, but also on exploitative behaviours: in fact, the Commission accuses Google to use its market power to achieve sub optimal results (i.e. consumers do not necessarily see the most relevant comparison in shopping

results). However, various attendees wondered if this truly constitutes a new concern for competition authorities. In fact, even if the exclusionary practice creates an exploitative effect at a different line of the value chain, nevertheless the remedy addressing the exclusionary effect should be able to eliminate the exploitative one as well.

There was consensus on the fact that to address exploitation is a complicated exercise. Currently, the law does not appear to be clear. However, it is generally assumed that addressing exploitative conduct involves tight regulation and price monitoring. Nevertheless, sometimes also typical merger remedies can be used, as happened for example in the *E.On* cases, where the Commission explored the route of the sale of generation capacity.

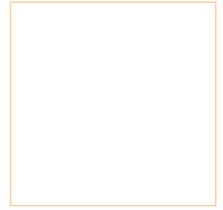
As for exclusionary conducts put in place by vertical integrated platforms, one of the main open questions remains whether discrimination to favour an affiliate company in a neighbouring market constitutes an abuse. Attendees noted that the case law does not provide a clear answer; anyhow, some of them appeared sceptical in accepting the idea that a dominant undertaking have a general duty not to discriminate under Article 102 TFEU between affiliates and competitors.

Having a closer look at the electricity markets, participants agreed on the fact that there the use of structural commitments is broader. The *E.On* cases in fact are not a unicum: the cases were taken up by national competition authorities, among others in France and Italy. In addition, attendees shared the view that nowadays, regulatory instruments such as REMIT can pursue market manipulation practices finalised at avoiding monopolisation. In those cases then, regulation and competition seem to flow in the same direction.

A common belief among the audience was that new platforms are less understood than the traditional

12 European Commission Decision, Cases COMP/39.388 – German Electricity Wholesale Market and COMP/39.389 – German Electricity Balancing Market. Brussels, 26.11.2008.

13 Updated information concerning the ongoing European Commission investigations concerning Google is available at: http://ec.europa.eu/competition/elojade/isef/case_details.cfm?proc_code=1_39740 (11.1.2016).



ones. As a way of example, participants wondered whether in the Google case, the capacity of improving your services because of the fact that you know users since a longer time constitutes per sé an entry barrier. Similarly, they wondered about the role of experience, and about its capability to impede competitors' entry in the market.

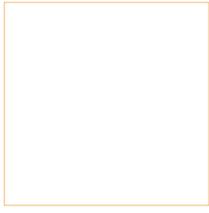
7. Regulation and Competition

Attendees finally reflected at length on the relation between regulation and competition with regard to traditional and online platforms. Some argued that we might need to rethink about the objectives of competition law. Some noted that competition law is influenced by regulatory targets, and that therefore the two needed to be read together. This is especially true, for example, concerning the e-commerce, where the Commission's sector enquiry should be interpreted also in the light of the numerous regulatory interventions both at European and national level.

In any case, in order to assess the relation between regulation and competition, one of the key questions remained whether the former implements competition goals, or goes further than this. While in the 90s competition law was used to reach legislative goals, on the contrary we should now interrogate on the reasons behind the shift from competition to regulation. Attendees debated on what is the standard to call for a regulatory intervention; some sustained that regulation should be used only if competition law is not a sufficient tool, as it was done in the telecom sector, while others suggested the possibility of broader intervention. However, it must be said that the majority of attendees seemed cautious in pushing for more regulatory intervention than what is necessary to preserve competition in the market. Rather, some suggested the path of regular meetings among decision-makers and the

industry, to engage in a constructive interaction leading to satisfactory forms of self-regulation.

Broadening the perspective, participants also suggested that in this context the new trend of mergers among competition and regulatory authorities could be useful, and that in any case, a stricter collaboration among the two could be positive. By way of example, regulatory authorities could be called to express opinions on competition authorities' planned interventions. It was a common feeling that nowadays, politicians are becoming more intransigent with competition authorities, putting on them a lot of pressure because of high expectations that sometimes overtake the competition goals. Also for this reason, the support of the regulatory authorities could be advantageous.





The ENTraNCE Project

ENTraNCE for Executives aims to provide training to a variety of enforcers of competition rules, to carry out research and to promote informed discussion on key policy issues in competition law and economics. ENTraNCE for Executives is part of ENTraNCE at the European University Institute and builds upon and complements the experience gained during the past five years in organising ENTraNCE for Judges, a training programme co-financed by the European Commission and addressed to EU national judges dealing with competition cases. ENTraNCE for Executives and ENTraNCE for Judges constitute the two pillars of ENTraNCE.

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