Legal Aspects of Big Sports Event Management

Part IV: Broadcasting

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When a broadcaster decides, after looking into the crystal ball of financial projections, that it wants to obtain the television broadcast rights to a major sports property, it must negotiate a broadcast rights agreement with the respective rights holder such as the National Football League, Major League Baseball, NASCAR, or any of sports' other most significant properties. In addition, while the over-the-air rights or cable rights were once the end-all and be-all of a rights package, now a broadcaster must consider other media, including the Internet and even a resurgence of radio competition. Broadcasters of all sorts want the rights to the most popular events. Networks compete for eyeballs. And all of this must be viewed in the context of a shrinking universe—that is, a universe that must compete against all sorts of Internet protocol. For example, Internet broadcasters are now being contracted with directly by rights holders, as exemplified by the University of Southern California's 2007 inaugural "TrojanTV" season, which features certain live games on the Internet. And any pseudo-tech-savvy viewer could easily watch a game streamed to his or her computer on any television screen. All of this is aside from the host of broadcasting issues presented by the Slingbox, which is the subject of the spotlight article accompanying this one (see page 33). With the increasing number of dollars exchanged between sports broadcasters and rights holders, the need to insure the deal grows as well.

FIRST, A LOOK BACK

While today's broadcasting agreements are plentiful, there was a time when NBC and CBS turned down the likes of *Monday Night Football* and the storied Green Bay Packers struggled to gain access to the airwaves at all. A look back at the NFL's television origins highlights how far the marriage of at least one league and its broadcasting paradigm has come.

Two visionary commissioners were instrumental. First, Commissioner De Benneville "Bert" Bell negotiated the NFL's first leaguewide television deal for the 1956 season—a transaction credited with establishing the concept of regional broadcasting of network games. Bell simultaneously ushered in the blackout rule, which blocks games from local television within a 75-mile radius unless the game is sold out 72 hours prior to kickoff. The rule, while potentially an irritant to some home viewers, maintains the integrity of the ticket product that the League sells to its live patrons. Indeed, Bell believed that it was inherently unethical to give away what others have paid to see. And, the League still upholds those ethics today.

The largely forgotten DuMont television network was the first to televise certain NFL games in 1951. When it folded in 1955, individual NFL teams, holding their own rights, negotiated deals with local television stations with varying degrees of success. Some payed networks to air their games, and some were not televised at all. Commissioner Bell realized the problems resulting from such great disparity among the teams' financial resources. Accordingly, he pursued a seasonal deal similar to what the League would have had with DuMont had the network not folded. The deal Bell envisioned required that the broadcaster reach agreements with all of the teams. To that end Bell successfully negotiated with CBS, which agreed to make deals with each of the League's then-12 teams, including the small-market Green Bay Packers that CBS and its contemporaries initially tried to avoid. Indeed, CBS lived up to its word and entered into 12 agreements—all of which passed muster with Bell.

Thus, with the kickoff of the 1956 season, CBS was the first to broadcast a full season of professional football games on network television. In doing so, CBS changed the face of professional football broadcasting from a model in which local stations carried local teams' games, to one in which national networks would package, sell, and simulcast multiple games in different regions of the country. Among other benefits flowing from such a change, fan bases increased and became more national in scope. CBS earned more than $1 million during that first season.

In addition to ensuring each team's access to broadcast deals and the then-novel blackout rule, Bell's vision also required CBS to transmit away games back to the local networks of the away team. At the time, such a project was groundbreaking, especially because it was done without satellite or even videotape.

Enter visionary Commissioner Alvin Ray "Pete" Rozelle in 1960. At the time, NFL owners were happy because each of their 12 teams had individual contracts, albeit disparate ones, ranging from $1 million per year for the Colts and Steelers, to $35,000 per year for the Green Bay Packers. Rozelle looked at what the competing American Football League did with its five-year, $8.5 million league-level contract with ABC the year before and, with the permission of the NFL owners, reached a similar agreement in April 1961 with CBS. In other words, he centralized the broadcast rights away from the individual teams and instead placed them with the League, knowing that, collectively, the teams could demand more at the negotiating table than they could individually.

The government also noticed the NFL's new bargaining power, and the new deal faced antitrust challenges. The League lost the ensuing antitrust lawsuit brought by the United States, but was subsequently allowed to proceed with its league-wide deal due to the enactment of the Sports Broadcasting Act of 1961.[1] Accordingly, the NFL executed a two-year, $9.3 million deal with CBS on January 10, 1962—the first of the NFL's league-level broadcast agreements.

Green Bay Packers Chairman of the Board Bob Harlan has said of Commissioner Rozelle, "He was the perfect man at the perfect time."[2] Not only did he lobby Congress for the bill providing the partial antitrust exemption, he led the 12 NFL owners to work together for the greater good of them all. Indeed, the 1962 inaugural, league-wide contract gained each team $332,000 annually. "The year was 1961 and it is mind-bending to reflect on Rozelle's vision [when today] baseball is still wrestling with a limited form of revenue sharing."[3] "The genius of Pete Rozelle [then only 33] was in getting a group of strong-minded owners to work together for the common good."[4] After his reelection in 1962, Commissioner Rozelle again entered the League into a single-network contract, again with CBS, but this time for $9.3 million. Then, in 1964, CBS paid $14.1 million per year on a two-year contract—with each team collecting seven figures for the first time.

Meanwhile, the League seemed limited in its television time-slot to Sunday, because it had promised not to compete with Friday night high school football or the Saturday tradition of college football. Rozelle therefore thought to pitch a Monday night spot to NBC and CBS. Both turned it down. Instead, the League made its first *Monday Night Football* deal with ABC—$18 million for 13 games in 1969. The 1970 inaugural season of *Monday Night Football* resulted.

Rozelle's deals grew to 10 figures in 1982 when he led the League into five-year, $2.1 billion agreements with ABC, CBS, and NBC collectively. Rozelle also led the League to cable. In 1986 his vision contributed to the birth of ESPN's Sunday night games. After Rozelle's departure from the League in 1989, the 1990s saw the FOX network dominate the NFL broadcasting landscape. Today, the NFL earns $3.75 billion per year via its combined television agreements.

ANATOMY OF TODAY'S TELEVISION AGREEMENTS

Over the past few years, the production of television sports has changed dramatically. That change is due to the advent of high-definition television ("HD" or "HDTV"). Whether watching in 1080i or 720p, the viewer, provided he or she is willing to step up and purchase a new, rather expensive television and/or special receiver, now has the ability to view a sporting event with greater visual clarity than ever before. That said, broadcasters now have to deliver an HD signal, which means that broadcasters must expand their technological universe and invest in this new technology.

New technology brings with it more than the inevitable task of debugging a new system—it also means practitioners must review and often renegotiate all existing production agreements. The reasons are threefold. First, in order to broadcast in HD, those hired to provide the production facilities must have the technological capabilities to do it. Likewise, studio operations would require parallel upgrades. Second, the broadcaster has to provide enough notice to its vendors of any changes in required technology since, much like Rome, a new 53-foot expandable production trailer cannot be built in one day. Finally, as with all new advances, the broadcaster must consider how much more it will cost to present the sporting event, and whether it has the support of its finance department.

THE GENIUS OF PETE ROZELLE WAS IN GETTING STRONG-MINDED OWNERS TO WORK FOR THE COMMON GOOD.

The HD revolution teaches one very important thing, given the cost of building new facilities, obtaining new equipment, and training new technicians: Draft agreements so that they contemplate changes in technology. Such accommodation can be drafted as a potential right of termination so that if the entity granting the underlying broadcast rights requires something specific, and the vendor is either unable or unwilling to make the necessary investment, the relevant agreement can be terminated. In the alternative, it can be drafted as a right of renegotiation allowing for the retention of the vendor relationship, but which, if crafted carefully, keeps the financial impact from overwhelming a budget.

On a practical level, one might wonder how the game gets from a stadium onto a television set. It is really quite simple—barring the engineers' version of the explanation. Imagine miles and miles of cables connecting cameras around a venue all leading back to a mobile production studio. That mobile facility, in turn, takes the images from all of the cameras—a football game, for example, can have as few as five or as many as can be fit in and around the venue—and the director sitting in the truck determines which of the various camera angles and shots will be shown to the viewer. Simultaneously, an audio technician records the sites and sounds and announcers. As all of this is happening in real time, that story travels from the mobile production truck either through fiber optic cable or a satellite transmission to the broadcaster's transmission facilities. From there, the signal travels to the device on which the consumer will view the event.

And you thought it was all about hitting the power button on the remote.

When it comes to obtaining television rights in today's market, there are both local and national rights to consider. The NFL, for example, only offers national packages, while MLB offers national and local packages. Any casual fan knows that while there are only five places to see NFL games live (FOX, CBS, NBC, ESPN, and the NFL Network), and three or four places to see a NASCAR Cup race, MLB games are everywhere, as are NBA and NHL games.

Back when dinosaurs ruled the Earth (as described above), each team controlled its own television rights. Now it is clear that if a league gains agreement among team owners to pool rights and share revenue, it is possible to generate greater revenues for the league, which can be shared among clubs equally. For example, today's NFL paradigm has the League controlling all of the broadcast rights, leaving each club only the right to arrange for the broadcast of preseason games, which are not assigned to the national broadcast partners. MLB, however, has the right to sell national rights, and each club may sell rights to its games not covered by the national deals. This generally holds true for the NBA and NHL, too. With respect to those rights, MLB sells both exclusive and nonexclusive national rights. The difference, besides the cost, is that in an exclusive window deal, the rights holder becomes the only place broadcasting baseball. That exclusive window may be regionalized as FOX does with its MLB deal. For example, FOX owns the 4 p.m. Saturday window exclusively against any other MLB broadcasts, but it splits up its two or three games each Saturday among different parts of the country.

The business of televised sports runs on a one- or a two-income-stream model. The one-stream model is the over-the-air model where all income to the network comes from the sale of commercial advertising units. Cable and satellite networks, however, benefit from two income streams, namely, the same ad revenue as the over-the-air broadcaster receives, although at a considerably lower level, and the fees the services charge for access to its system. Understanding the basic economics of the television business provides the foundation for determining how to approach it with a sports product.

Professional sports leagues, as well as college conferences, will, from time to time, make rights packages available. How that happens depends on a variety of factors, not the least of which involves rights under a prior agreement. If there was not a national rights deal previously, the league might approach the various television outlets and ask for bids for a defined set of available rights. If a deal already exists, then the prior rights holder usually has a first negotiation right, and possibly even a last refusal right. Such rights would allow that entity to try and close a deal without ever having those rights go out to the marketplace. Obviously, when investing millions and millions of dollars, the network will always, or should, negotiate such rights into its contract. The rationale is quite simple: Given the costs to build the necessary infrastructure, including the hiring and development of talent, including play-by-play announcers, analysts, producers, directors, etc., the best bet for a broadcaster is to establish a successful business and, once that is accomplished, maintain that which has been built.

Regardless of whether the goal focuses on finding a new rights package or maintaining an existing one, once the broadcaster determines to seek it out, it has to look around for the official crystal ball, the cup of tea leaves, and the tarot cards or, as most do, rely on finance, sales, and research to predict the future. What does that future look like? It is a future made up of ratings projections, sales projections, and some statistical probabilities. The ratings analysis concerns what past ratings were for the programming or, if there is no history, then a comparative analysis of a like product. Moreover, ratings history analysis must take into account past trends and future assumptions. The sales discussion focuses on what commercial advertising units sold for in past years, the status of the ad market, and a variety of market conditions that may have a bearing on finding advertisers interested in the programming. As for the notion of statistical probabilities, since millions are generally at stake in deciding whether there will be a growth in viewership and whether the ad market in a year or two when the rights are actually available for exploitation will be vibrant or in decline, certain models must be developed and applied to see if the business makes sense. Armed with all of these data—packaged in a PowerPoint presentation—the negotiation process commences.

WHEN IT COMES TO OBTAINING TELEVISION RIGHTS IN TODAY'S MARKET, THERE ARE BOTH LOCAL AND NATIONAL RIGHTS TO CONSIDER.

The business end of the negotiation resembles any other sort of deal. The big issues involve the term, the money, and, of course, the rights. History has taught negotiators to expect the unexpected, especially with regard to changing technology, as discussed above. As with any agreement, what we lawyers like to think of as standard boilerplate must be carefully crafted so that the benefits of the big business issues, including rights, term, and money can be protected and the benefits thereof maximized. Take a force majeure provision, for example. While such a clause allows for excused performance generally, what more might one want? For example, consider the cost of committing to an annual fee. If the force majeure event occurs, ought that not have some bearing on the rights fee and, if so, when does the benefit of that relief mature? With that in mind, when should the rights fee payment be made? In advance, periodically throughout the respective season, or in arrears (with the latter admittedly a fantasy concept)? This sort of analysis applies to everything from indemnities to representations and warranties to termination rights and so on and so forth. Moreover, an ever-changing technological world and the brutal costs of patent litigation make it reasonable to seek an indemnity against a patent claim. Likewise, particularly in the aftermath of September 11, adding "act(s) or threatened act(s) of terrorism," heaven forbid, as a defined force majeure might provide useful relief for having split that line between "war" and "riot." In addition to the broadcast-specific considerations described above, all of these business considerations are part and parcel of successfully bringing a live sports event to the small screen.

INTERNET AND THE INTERNET/ TELEVISION CONVERGENCE

For many years, everyone knew about something called the Internet, but monetizing it provided an Abbott and Costello-like punch line: "Internet, I don't know." Both sides wanted it, but neither was sure what could be done with it. The argument that the leagues presented yielded safe but valid logic. Namely, over-the-air rights or cable rights were just that—a single platform. That position, in turn, led to the broadcaster protecting their respective windows against other platforms, so that while the league might own the Internet rights, they could not be exploited in such a way as to interfere with (i.e., take viewers away from) the broadcaster's potential viewership. As time has passed, both sides are seemingly able to protect the broadcast and simultaneously allow Internet protocol options to be made available to the broadcaster.

Needless to say, if the ultimate goal for the broadcaster is to secure window exclusivity, fitting the Internet element into the equation might seem counterintuitive. To really understand the interplay of these platforms, one must analyze the issues in terms of content. In other words, one must consider the possibilities beyond a game telecast. This begs the question: What exists beyond the game and the traditional shoulder programming (i.e., pre- and post-game programs)? The answer, simply stated, is lots.

Obviously, if a network is paying millions or hundreds of millions of dollars for rights, the network sales force needs to sell advertisers on the fact that the only place that the product is available is on their network. That reasoning, along with the statistical armory of numbers of viewers, more clearly defined through demographic breakdowns, generates the ad rates charged to advertisers. If the game were simulcast on the Internet, it might reduce the number of viewers or, at the very least, it might change the viewing experience with respect to how advertisers determine value. That said, having Internet rights provides two key things: (1) some added value to the advertiser and (2) content with which to develop another business. Most importantly, obtaining footage rights provides tremendous value to an Internet property, and that particular issue generates almost as much discussion in a negotiation as any other element.

This past season, the NFL instituted a 45-second rule for Internet companies. The rule provides that any Internet site may only utilize 45 seconds of NFL-based footage, which for the purposes of the rule includes not only game highlights but coaches' press conferences and sideline interviews on its site. Moreover, such highlights are not archiveable or downloadable. This, of course, raises serious First Amendment issues for all Internet companies. Specifically, how does a post-game news conference that takes place at a stadium or a post-game sideline interview become taboo, yet if the player interview took place in a parking lot across the street from the stadium no prohibitions exist? Moreover, if a newspaper can print photographs of game action and store those images in perpetuity, why must an Internet company delete like images? Obviously, these issues will generate significant discussion in the coming months and years, but it signals, if not an effort to re-strain the distribution of content, the value of content for the growth and development of Internet properties.

INTERNET RIGHTS PROVIDE ADDED VALUE TO THE ADVERTISER AND CONTENT TO DEVELOP ANOTHER BUSINESS.

MLB saw the value of the Internet when it launched its Extra Innings package. This allowed fans to view games, or at least highlights of games, from the comfort of their computer and without regard to location. Yes, MLB charges for the service, which provides additional income, but it also built its Internet assets. Under this scenario, MLB operates like a cable company by creating a two-stream asset: (1) the subscription fee and (2) the ability to sell unique advertising.

Universities also are looking to the Internet to generate revenue by exercising broadcast rights not sold to the networks. The University of Southern California does not suffer from the traditional infirmities that might drive a university to broadcast its games online, such as lack of access to television altogether and/or difficulty recruiting. On the contrary, USC is one of the most renowned sports schools in the nation. Yet, it recognizes the growing value of working with, instead of against, Internet dominance.

"TrojanTV All-Access" is the result of USC's partnering with CSTV, an online CBS company, to create a Web site that is a platform to serve alumni around the globe. It is not the only one of its kind, but it is leading the way insofar as its programming depth and innovation. The Web site's programming consists of three main components: live sporting events, original programming, and a classics vault. Live programming excludes those games for which the university has contracted away broadcast rights via Pac 10 Conference agreements. Accordingly, USC cannot broadcast its football games live nor some of its men's basketball games live online due to obligations to various networks. The university can and does, however, broadcast those games on a delayed basis. For example, it broadcasts its football games online on a 10:30 p.m. replay basis. In addition, the university broadcasts some of its other sporting events live, including certain soccer, volleyball, and women's basketball games.

The Web site's original programming includes highlight shows, preview and review shows, personal interest features, press conferences, and a media day every Tuesday for basketball. In addition, the daily

Heritage Hour, hosted by Pete Arbogast, airs from 11 a.m. to noon and features interviews with USC athletes from all of the university's sports. The third programming component, the classics vault, has USC investing significantly in digitizing its storied sports history, currently making up a tremendous video tape library spanning at least back to 1932. Classic games are repackaged, shortened, and re-aired online in advance of their modern-day rematches. Some content is free, but most of the video content is available by the viewer's choice of a monthly or annual fee. Thus, the university recognizes and benefits from the distinguishable broadcast avenue of the Internet.

RADIO'S RESURGENCE

In the midst of the modern viewing technology described above, the forefather of it all—radio—is making a comeback. Sports on the radio is no longer synonymous with the charming old notion of fans gazing off into space, envisioning their favorite players, with their transistor radios pressed to their ears. Instead, that traditional concept is replaced with modern ones ushered in by the relatively recent advent of satellite radio. In 1992, the Federal Communications Commission ("FCC") devoted a portion of spectrum radio to satellite radio.[5] SIRIUS Satellite Radio and XM Satellite Radio bid over $80 million each to become the sole owners of the right to use the spectrum.[6] The two companies immediately began competing for subscribers, and the ensuing competition sent SIRIUS and XM scrambling to provide listeners with top-notch commercial-free programming.[7] In 2005, SIRIUS famously signed shock jock Howard Stern to a long-term deal worth nearly $800 million in stocks, cash, and incentives.[8] XM countered with the signing of famous radio personalities Opie & Anthony and also the signing of Oprah Winfrey to a three-year deal worth over $50 million.[9]

However, SIRIUS and XM did not stop there. The rivals quickly realized that sports could play an integral role in helping the new medium flourish financially. SIRIUS purchased the exclusive satellite radio broadcasting rights from a multitude of sports leagues including the NFL, English Premier League soccer, the NCAA men's basketball tournament, the NHL, and the NBA.[10] XM did the same, entering into agreements with NASCAR, the NCAA, and MLB—of course, widely considered to be the sport best suited to radio.[11] In an illustration of just how far the competition has gone, SIRIUS wrestled NASCAR away from XM for a $107 million five-year deal in late 2006.[12]

Ultimately, with each paying such large sums for broadcast rights, the two companies were operating in the red and sought to stop competing against each other. In February 2007, SIRIUS and XM announced a merger that—pending approval from the FCC and other government regulators—the companies claim would provide listeners with substantial sports-listening flexibility. As of December 31, 2007, approval of the merger was still uncertain. However, reports that the Department of Justice and the FCC would approve the deal caused both companies' stock to rise.

RADIO IS NO LONGER SYNONYMOUS WITH FANS GAZING INTO SPACE WITH RADIOS PRESSED TO THEIR EARS.

INSURING THE DEAL

With the number and the size of the broadcast deal constantly growing, both parties should seek to protect their respective rights by the insurance they likely already have for themselves, or through each other via their agreement. For example, as discussed in Part II of this series in connection with sponsorship agreements, broadcast agreements are likely to contain an insurance provision. That provision might require one or both parties to provide "proof of insurance" or a "certificate of insurance." It could require that the parties reciprocate additional insured benefits under their respective policies or that only one party designate the other as an additional insured. As described in Part II, none of these options is without complications and each should be appropriately documented.

Just as there is no "sports law" that is separate from the laws of various disciplines that are applied to sports, there is also no "broadcast insurance" that is separate from the coverage afforded by various insurance policies that apply to broadcasting. Standard form commercial general liability ("CGL") policies apply to broadcasting risks as they do to other risks. They typically cover claims alleging four types of damage or injury: "bodily injury," "property damage," "personal injury," and "advertising injury." Because these terms are interpreted broadly, it is important to analyze insurance policies as individual claims arise.

A typical CGL policy obligates the insurer to pay those sums that the insured becomes legally obligated to pay as damages because of injury or damage to which the policy applies. It also typically obligates the insurer to defend any "suit" seeking those damages.

Those "suits," claims, and other losses are diversifying rapidly with the continued expansion and use of the Internet. Many of these claims are premised on traditional notions of tort, contract, and statutory law. Thus, for example, the Internet has given rise to claims of breach of contract, invasion of privacy, fraud, trademark infringement, copyright infringement (one need think only of YouTube, Google, or the Slingbox), conversion, and defamation.

However, the Internet also has given rise to a new breed of labels, even if premised on some traditional notions of liability. Items unique to the Internet gave rise to the need to consider traditional legal theories in a nontraditional format. For example, in 1995, a New York court addressed a then-novel situation where an Internet service provider ("ISP") allegedly prescreened its users, monitored sessions in a chat room, and identified itself as a family-friendly service.[13] However, because defamatory statements were communicated by users in the chat room, the court concluded that the ISP was liable.[14] Largely in response to that decision, Congress enacted a regulation providing Good Samaritan–type protections to ISPs.[15] Under the statute, now widely codified, an ISP shall not be liable for "any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected."[16]

Even where no liability is found on the part of the insured, it nonetheless might be out-of-pocket substantial defense fees, which should instead be paid by an insurer under many circumstances. Thus, any traditional broadcaster or any online broadcaster of sporting events, social networking, or other sports-related content should be aware of the insurance benefits it might already have under its own or through additional insured coverage.

CONCLUSION

Today's sports promoter has a plethora of broadcast options. Technology, meanwhile, provides broadcasters an ever-increasing number of television, Internet, and radio media to acquire, sell, and protect.

Broadcast rights agreements are among the highest-dollar agreements made in connection with big sports events. Such deals include considerations of today's technology, tomorrow's technology, ethical considerations such as those related to the blackout rule, and also general business considerations that relate to all transactions, including force majeure and insurance. Broadcasters and rights holders alike should negotiate all aspects of their agreement accordingly.

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1. A discussion of the Sports Broadcasting Act of 1961 and the lawsuit leading up to it is outside the scope of this article. For information on them, *see* 15 U.S.C.A. § 1291 and United States v. National Football League, 196 F. Supp. 445 (D.C. Pa. 1961), respectively.
2. Ira Kaufman, *Making and Maintaining a Powerhouse*, TAMPA TRIB., Sept. 2, 2007, Sports, at 1.
3. Mickey Herskowitz, *NFL Television Rights; Bell, Rozelle Saw the Light in Dark Ages*, HOUSTON CHRON., Nov. 30, 1997, Sports 2, at 29.
4. Joe Gergen, *The Indomitable Spirit*, NEWSDAY, Dec. 8, 1996, Sports, at B07.
5. Julie-Ann Amos, *The History of Portable Satellite Radios* (Jan. 27, 2006), *available at* http://www.buzzle.com/editorials/1-27-2006 (last visited Aug. 3, 2007).
6. *Id.*
7. *Id.*
8. Transcript, *Analyst Weighs Impact of Sirius, XM Satellite Radio Merger* (Feb. 20, 2007), *available at* http://www.pbs.org/newshour/bb/business/jan-june07/radio_02-20.html (last visited Aug. 3, 2007).
9. *Id.*
10. Angelo Bruscas, *Billions at Stake in Battle over Sports on Satellite Radio*, SEATTLE POST-INTELLIGENCER (Mar. 16, 2005).
11. *Id.*
12. *Id.*
13. Stratton Oakmont, Inc. v. Prodigy Servs. Co., 1995 N.Y. Misc. LEXIS 229 (N.Y. Sup. Ct. May 24, 1995).
14. *Id.*
15. *See* 47 U.S.C. § 230.
16. *Id.*