



1 Plaintiff Cher (“Plaintiff”) alleges:

2 **JURISDICTION AND VENUE**

3 1. The Court has jurisdiction of this action pursuant to 28 U.S.C. §§ 1331  
4 and 1338(a), insofar as it arises under the Copyright Act of 1976, 17 U.S.C. §§ 101 *et*  
5 *seq.*, including by requiring the interpretation of the Copyright Act and the scope,  
6 meaning, and effect of the statutory termination provisions of 17 U.S.C. § 304(c), and  
7 because federal principles should control the claim.

8 2. Alternatively, the Court has jurisdiction of this action pursuant to 28  
9 U.S.C. § 1332(a) insofar as it is between citizens of different States and the matter in  
10 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

11 3. The Court has supplemental jurisdiction of the State law claim pursuant  
12 to 28 U.S.C. § 1367(a) insofar as it is so related to the federal claim in this action that  
13 it forms part of the case or controversy under Article III of the United States  
14 Constitution.

15 4. Venue is proper in this District under 28 U.S.C. § 1400(a), insofar as  
16 defendants or their agents, including, without limitation, Wixen Music Publishing,  
17 Inc. (“Wixen”), reside or may be found here, or, alternatively, under 28 U.S.C. §  
18 1391(b)(1), insofar as at least one defendant resides in this District and all defendants  
19 are residents of the State of California, or, alternatively, under 28 U.S.C. § 1391(b)(2),  
20 insofar as a substantial part of the events or omissions giving rise to the claims  
21 occurred in this District, or, alternatively, under 28 U.S.C. § 1391(b)(3), insofar as at  
22 least one defendant is subject to the Court’s personal jurisdiction here.

23 **THE PARTIES**

24 5. Plaintiff is an individual domiciled in Los Angeles County, California,  
25 and the Trustee of The Veritas Trust, a California trust formerly known as The  
26 Inshallah Trust.

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6. Plaintiff is informed and believes, and upon that basis alleges, that defendant Mary Bono is an individual domiciled in Colorado and the Trustee of the Bono Collection Trust.

7. Plaintiff is presently unaware of the true names and/or the involvement of the defendants sued herein by the fictitious designations Does 1-10 and for that reason sues them by those designations. Plaintiff will seek leave of Court to amend this pleading to identify those defendants when their true names and involvement in the infringements hereinafter described are known.

## BACKGROUND FACTS

## Plaintiff and the Music that

## She and Sonny Bono Made Famous

8. Plaintiff is a world-renowned Grammy, Oscar, Emmy, and Golden Globe award-winning singer, recording artist, and actor.

9. In or about 1964, Plaintiff and the late Salvatore (“Sonny”) Bono began performing together as the musical group, Sonny and Cher. They married in 1967 and during their marriage they achieved unparalleled success as a musical duo and television personalities. Among other things, they publicly performed and recorded multiple hit musical compositions – including musical compositions written, co-written, or acquired by Sonny during their marriage – and starred in their own television series. They performed and recorded numerous classic popular musical compositions during their marriage, including, by way of example only, *I Got You Babe*, *The Beat Goes On*, *Baby Don’t Go*, *Little Man*, and *Bang Bang*.

10. When they divorced, Plaintiff and Sonny agreed to an equal division of their community property and, to that end, in 1978 Sonny irrevocably assigned to Plaintiff, as her sole and separate property throughout the world and in perpetuity, fifty percent of their rights in musical composition royalties, record royalties, and other assets. Since 1978, Plaintiff has been the unchallenged owner of her fifty percent

of all musical composition and record royalties to which Daintiff and Conny were

1 entitled by reason of their collaboration and marriage, including fifty percent of all  
2 royalties that Sonny, his businesses, and his successors, receive from those musical  
3 compositions and recordings.

4 11. This action has become necessary because now, more than forty years  
5 after Plaintiff received her fifty percent ownership of her and Sonny's community  
6 property, Sonny's fourth wife and widow, defendant Mary Bono, claims that a wholly  
7 inapplicable statutory termination provision of the Copyright Act of 1976, 17 U.S.C.  
8 §§ 101 *et seq.*, has undone Plaintiff's ownership of her royalties from the songs and  
9 recordings that she and Sonny made famous during their marriage, and deprived  
10 Plaintiff of other long-established rights under the 1978 agreement.

11 **Plaintiff and Sonny's 1978**

12 **Marriage Settlement Agreement**

13 12. On or about February 1, 1974, Plaintiff and Sonny separated and in 1975  
14 their marriage was dissolved by the California Superior Court in an action for marital  
15 dissolution, subject to the disposition of Plaintiff and Sonny's community property.

16 13. On or about August 10, 1978, Plaintiff and Sonny entered into a written  
17 Marriage Settlement Agreement, which is expressly governed by California law and  
18 was subsequently approved by the California Superior Court in their marital  
19 dissolution action.

20 14. In paragraphs (9) and (10) of their Marriage Settlement Agreement, they  
21 agreed to the equal division of their community property. To accomplish that equal  
22 division, in paragraph (10) of their Marriage Settlement Agreement Sonny assigned  
23 to Plaintiff, as her sole and separate property, an undivided fifty percent interest in  
24 various community properties they owned as of their February 1, 1974, separation.

25 15. In paragraphs (10)(a), (b), and (c) of their Marriage Settlement  
26 Agreement, Sonny assigned to Plaintiff an undivided fifty percent of all contingent  
27 receipts from record companies after July 14, 1978, with respect to recordings released

28 pursuant to their recording contracts with record companies prior to their separation

1 (the “Record Royalties”), and Sonny also agreed that Plaintiff has the right to elect to  
2 have her fifty percent of Record Royalties paid directly to her.

3 16. Further, in paragraph (10)(d) of their Marriage Settlement Agreement  
4 Sonny assigned to Plaintiff, as her sole and separate property, an undivided fifty  
5 percent interest in, among other things, all of Sonny’s right, title, and interest,  
6 individually or through any business, corporation, firm, or entity in which he had an  
7 interest (referred to as his “other business” or “other businesses”), the contingent  
8 receipts that he and his other business received after July 14, 1978, “from all sources  
9 perpetually and throughout the world” (the “Composition Royalties”), from musical  
10 compositions and interests in musical compositions that he wrote in whole or part  
11 and/or acquired prior to their February 1, 1974, separation (collectively, the “Musical  
12 Compositions”).

13 17. Sonny also agreed to account, or to cause others to account, directly to  
14 Plaintiff for her fifty percent of share of the Composition Royalties, after deduction of  
15 a ten percent administration fee paid to a worldwide administrator or administrators  
16 chosen by Sonny. In addition, Sonny agreed that Plaintiff has the right to approve all  
17 other agreements with third parties respecting the Musical Compositions and  
18 Composition Royalties that are the subject of paragraph (10)(d), with her approval not  
19 to be unreasonably withheld.

20 18. The Marriage Settlement Agreement expressly binds the two parties’  
21 respective heirs and assigns. Also, Sonny specifically agreed in paragraph (10)(d) that  
22 his successors in interest, his assigns, and all third parties with whom he or any of his  
23 other businesses contract, are subject to Plaintiff’s rights as set forth in that paragraph  
24 (10)(d).

25 19. In the years following Plaintiff’s and Sonny’s 1978 Marriage Settlement  
26 Agreement, Plaintiff received sums that Sonny or his designees represented were  
27 Plaintiff’s fifty percent of all Record Royalties and Composition Royalties  
28 (collectively, the “Royalties”) that Sonny or his other businesses received directly or



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