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7 Attorney for Plaintiff
 8 CHER, Individually and as
 Trustee of The Veritas Trust

9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**
 11 **WESTERN DIVISION**

12	CHER, individually and as Trustee of)	Case No.
13	The Veritas Trust,)	
14	Plaintiff,)	COMPLAINT FOR DECLARATORY
15	v.)	RELIEF; AND BREACH OF
16	MARY BONO, individually and as)	CONTRACT
17	Trustee of the Bono Collection Trust,)	
18	and DOES 1 through 10, inclusive,)	DEMAND FOR JURY TRIAL
19	Defendants.)	
20)	
21)	
22)	
23)	
24)	
25)	
26)	
27)	
28)	

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.

27 ///

28 ///

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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