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 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
)	RELIEF; AND BREACH OF
15 v.)	CONTRACT
)	
16 MARY BONO, individually and as)	DEMAND FOR JURY TRIAL
17 Trustee of the Bono Collection Trust,)	
and DOES 1 through 10, inclusive,)	
)	
18 Defendants.)	
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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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1 6. Plaintiff is informed and believes, and upon that basis alleges, that
2 defendant Mary Bono is an individual domiciled in Colorado and the Trustee of the
3 Bono Collection Trust.

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

9 **BACKGROUND FACTS**

10 **Plaintiff and the Music that**

11 **She and Sonny Bono Made Famous**

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

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

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

1 indirectly, and, to the best of Plaintiff's knowledge and belief, Sonny and his other
2 businesses honored Plaintiff's approval and other rights under the Marriage
3 Settlement Agreement.

4 **Sonny's 1998 Death and His Estate's Confirmation of**
5 **Plaintiff's Ownership of Fifty Percent of the Royalties**

6 20. In January 1998, Sonny died from injuries suffered in a skiing accident.

7 21. Shortly after his death, a probate action was initiated in the California
8 Superior Court and his widow, defendant Mary Bono, was appointed the administrator
9 of his Estate. Pursuant to California law, Ms. Bono, as administrator of the Estate,
10 had the right to approve creditor's claims.

11 22. In July 1998, Plaintiff caused to be filed in the probate action her
12 creditor's claim, raising Sonny's obligations to her under the Marriage Settlement
13 Agreement, including but not limited to the obligation to pay and account to her for
14 monies due under paragraph (10) of the Marriage Settlement Agreement and which
15 include Plaintiff's fifty percent of the Royalties.

16 23. In July 1999, Ms. Bono, as administrator of the Estate, caused to be filed
17 in the probate action the written agreement reached with Plaintiff regarding Plaintiff's
18 creditor's claim (the "Agreement *re* Creditor's Claim"). In the Agreement *re*
19 Creditor's Claim:

20 (a) Ms. Bono "acknowledge[d] Plaintiff's interest in certain
21 ongoing royalties relating to the assets inventoried in this estate as Items
22 1 through 4 on Attachment 2 of the Final Inventory and Appraisal
23 filed herein on March 17, 1999," Item 1 of which is "Music portfolio
24 assets including royalties and publishing rights";

25 (b) Plaintiff confirmed that her creditor's claim was limited "to
26 her ongoing rights under the terms and conditions of the [Marriage
27 Settlement Agreement], and the judgment entered in the subject marital
28 dissolution proceeding," that Sonny was not in breach of the Marriage

1 Settlement Agreement, and that, in the course of administering the Estate,
2 Ms. Bono had disbursed to Plaintiff her share of the Royalties as provided
3 in the Marriage Settlement Agreement.

4 (c) Ms. Bono and Plaintiff agreed, “[i]n recognition of Plaintiff’s
5 continuing right to receive such royalty interests, and in the interests of the
6 heirs of the estate, ... to cooperate in developing a mutually acceptable
7 mechanism for the collection and proper disbursement of such royalties to
8 Cher and to the heirs after the closing of this estate.”

9 The Agreement *re* Creditor’s Claim filed in the probate action includes and ends with
10 Ms. Bono’s express approval, as administrator of the Estate, of Plaintiff’s creditor’s
11 claim.

12 **The Estate’s 1999 Distribution of its Assets, Subject to Plaintiff’s**
13 **Ownership of Fifty Percent of the Royalties, to Sonny’s Heirs**

14 24. In August 1999, the probate court entered its Order Approving First and
15 Final Account and Report and:

16 (a) Confirmed that all creditor’s claims have either been
17 approved, compromised, or settled;

18 (b) Confirmed that the residue of the Estate included the “Music
19 portfolio assets including royalties and publishing rights” referenced in
20 the Agreement *re* Creditor’s Claim; and

21 (c) Directed that the residue be distributed to Sonny’s heirs,
22 namely Ms. Bono, Chesare Bono, Chianna Bono, Christy Bono, and
23 Chastity (Chaz) Bono (the “Heirs”).

24 25. Following the Heirs’ receipt of their distributions in 1999, Plaintiff
25 received sums that they or their designees represented were Plaintiff’s fifty percent of
26 all Royalties they received, directly or indirectly, as her share of community property
27 assigned to her under the Marriage Settlement Agreement as her separate property,

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1 and, to the best of Plaintiff's knowledge and belief, the Heirs honored Plaintiff's
2 approval and other rights under the Marriage Settlement Agreement.

3 **The Veritas Trust and**

4 **The Bono Collection Trust**

5 26. In 1990, Plaintiff formed The Veritas Trust, initially known as the
6 Inshallah Trust, and transferred to herself, as Trustee of that Trust, her undivided fifty
7 percent ownership of the Royalties, including her rights to receive accountings and
8 payments with respect to her fifty percent interest.

9 27. Plaintiff is informed and believes, and upon that basis alleges, that at
10 some time prior to April 2011, the Heirs transferred their rights to receive Royalties,
11 subject to their obligations to pay and account to Plaintiff with respect to her fifty
12 percent of the Royalties, to The Bono Collection Trust, of which Ms. Bono is the sole
13 Trustee.

14 **The 2011 Agreements with**

15 **Wixen Music Publishing, Inc.**

16 28. In or about April 2011, The Bono Collection Trust and The Veritas Trust
17 entered into three agreements with Wixen:

18 (a) an Administration Agreement providing Wixen a ten
19 percent commission on publishing income with respect to the Musical
20 Compositions;

21 (b) a Collection Agreement relating to Record Royalties and
22 certain performance monies and providing Wixen a ten percent
23 commission with respect to those Record Royalties and performance
24 monies; and

25 (c) a Promotion Agreement providing Wixen a fifteen percent
26 commission on receipts from opportunities it obtains to exploit Musical
27 Compositions and other properties that were the community property of
28 Plaintiff and Sonny and part of their equal division of their community

1 property pursuant to the Marriage Settlement Agreement (the “Wixen
2 Agreements”).

3 29. Each of the Wixen Agreements provides for an initial two-year term
4 followed by successive six-month terms, and also provides that each party has the
5 right to terminate the Wixen Agreements. Each agreement also provides that
6 termination of one of the three agreements terminates them all.

7 30. Both the Administration Agreement and Collection Agreement provide
8 that Wixen shall not be involved in any attempts by The Bono Collection Trust or The
9 Veritas Trust Copyright Act to terminate transfers of copyrights, recapture copyright
10 interests, or issue termination notices, with the sole exception that Wixen shall, at the
11 request of The Bono Collection Trust and The Veritas Trust, assist them in locating
12 and engaging counsel to provide those services.

13 31. Under one or more of the Wixen Agreements, Wixen, after deducting its
14 commission or commissions, has since April 2011 collected and disbursed to Plaintiff
15 (or her Trust) sums that Wixen represented constitute Plaintiff’s fifty percent of
16 Royalties that Sonny assigned to Plaintiff in the Marriage Settlement Agreement as
17 her share of their community property, and, to the best of Plaintiff’s knowledge and
18 belief, the Heirs honored Plaintiff’s approval and other rights under the Marriage
19 Settlement Agreement.

20 **The Heirs’ 2016 Notice of their Claimed 17 U.S.C. § 304(c)**

21 **Termination of Sonny’s Pre-1978 Music Publishing Grants**

22 32. Section 304(c) of the Copyright Act of 1976 provides, subject to various
23 conditions and limitations, that a deceased author’s widow or widower and surviving
24 children may terminate the deceased author’s grant of a transfer or license of a renewal
25 copyright or any right under it, executed prior to January 1, 1978.

26 33. Plaintiff is informed and believes, and upon that basis alleges, that in or
27 about 2016 the Heirs, or a majority of them, with the assistance or participation of
28 Wixen, issued a notice of termination to various music publishers or other companies

1 to whom Sonny had granted a transfer or license of the renewal copyrights, or rights
2 under them, in the Musical Compositions. The Heirs' notice specified various
3 effective dates of termination ranging from dates in 2018 to 2026.

4 34. The Heirs' issuance of their notice of termination was done without
5 Plaintiff's knowledge or participation, and Plaintiff never requested that Wixen assist
6 in the issuance of any notice of termination.

7 35. Following the Heirs' 2016 notice of termination, Wixen, after deducting
8 its commission or commissions, has continued to collect and disburse to Plaintiff (or
9 her Trust) sums that Wixen represented constitute Plaintiff's fifty percent of Royalties
10 that Sonny assigned to Plaintiff in the Marriage Settlement Agreement as her share of
11 their community property, and, to the best of Plaintiff's knowledge and belief, the
12 Heirs honored Plaintiff's approval and other rights under the Marriage Settlement
13 Agreement.

14 **Defendants' Claim that the Heirs' § 304(c) Termination of**
15 **Music Publishing Grants Also Terminates Plaintiff's Rights,**
16 **Including Her Ownership of Fifty Percent of the Royalties**

17 36. In or about September 2021, representatives of The Bono Collection
18 Trust advised Plaintiff's representatives that The Bono Collection Trust contends that
19 the Heirs' § 304(c) notice of termination, by terminating grants to music publishers or
20 other companies that have paid Royalties to The Bono Collection Trust, also
21 terminates the stream of Composition Royalties that Sonny assigned to Plaintiff in the
22 1978 Marriage Settlement Agreement and, as a result, the Heirs' statutory termination
23 ends her right to those Royalties. Based on that contention, The Bono Collection Trust
24 has advised Plaintiff that upon the effective dates of the Heirs' termination of each of
25 the music publisher and other contracts, The Bono Collection Trust will no longer pay
26 and account to Plaintiff for her fifty percent ownership of the Composition Royalties
27 that Sonny assigned to Plaintiff in the Marriage Settlement Agreement as her share of
28 their community property.

1 37. In addition, The Bono Collection Trust now contends that Plaintiff no
2 longer has approval rights with respect to all agreements with third parties respecting
3 the Musical Compositions and Composition Royalties; no longer is entitled to direct
4 payment of fifty percent of Record Royalties directly from record companies; no
5 longer is entitled to object to administration fees in excess of ten percent; and does not
6 have the right to terminate the Wixen Agreements and, if she has that right, by her
7 2011 approval of the Wixen Agreements she is deemed to have irrevocably approved
8 any and all new agreements with Wixen.

9 38. Plaintiff disputes each of The Bono Collection Trust's contentions but
10 The Bono Collection Trust continues to adhere to its contentions and has stopped, or
11 will shortly stop, paying to The Veritas Trust Plaintiff's fifty percent of Composition
12 Royalties and honoring Plaintiff's rights under the Marriage Settlement Agreement.

13 **FIRST CLAIM FOR RELIEF**

14 **(For Declaratory Relief as to Effect of**

15 **17 U.S.C. § 304(c) Termination on Plaintiff's Rights)**

16 **(Against Defendants)**

17 39. Plaintiff refers to and re-alleges each and every allegation contained in
18 paragraphs 1 through 38, inclusive, above, as if set forth herein.

19 40. Section 304(c) provides, *inter alia*, that termination under that Section is
20 limited to grants by an author executed prior to January 1, 1978, of rights in renewal
21 copyrights or rights under renewal copyright; that a notice of termination must be
22 timely served on the grantee or the grantee's successor in title and recorded with the
23 Copyright Office; and that "[t]ermination of a grant under this subsection affects only
24 those rights covered by the grant that arise under the Copyright Act, and in no way
25 affects rights arising under any other Federal, State, or foreign laws."

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1 41. Plaintiff contends that even if, and to the extent that, the Heirs' § 304(c)
2 notice of termination is valid and effective:

3 (a) The Heirs' notice did not terminate, and could not have
4 terminated, the Marriage Settlement Agreement or its recognition and
5 confirmation of Plaintiff's community property, the Marriage Settlement
6 Agreement's assignment to her of fifty percent of the Royalties as her
7 sole and separate property in perpetuity and throughout the world, and
8 Plaintiff's other rights under the Marriage Settlement Agreement, or any
9 of the foregoing;

10 (b) The Heirs' notice did not terminate, and could not have
11 terminated, grants executed by Sonny on or after January 1, 1978, of
12 renewal copyrights, or rights under renewal copyrights, in the Musical
13 Compositions, and, as a result, has no effect on Plaintiff's ownership of
14 fifty percent of all Composition Royalties received pursuant to those
15 grants;

16 (c) The Heirs' notice did not terminate, and could not have
17 terminated, Sonny's grants of renewal copyrights, or rights under
18 renewal copyrights, in the Musical Compositions that he did not author
19 or co-author but instead acquired prior to July 14, 1978, and, for that
20 additional reason, has no effect on Plaintiff's ownership of fifty percent
21 of all Composition Royalties received pursuant to those grants;

22 (d) The Heirs' notice did not terminate, and could not have
23 terminated, Sonny's grants of rights outside the United States and, for
24 that additional reason, has no effect on Plaintiff's ownership of fifty
25 percent of all Composition Royalties received pursuant to those grants;

26 (e) The Marriage Settlement Agreement's recognition and
27 confirmation of Plaintiff and Sonny's community property, including the
28 Record Royalties, Musical Compositions, and Composition Royalties, is

1 not a grant of renewal copyrights, or rights under renewal copyrights,
2 and, instead, Plaintiff's fifty percent ownership of Record Royalties,
3 Musical Compositions, and Composition Royalties arose under State law
4 and, for that additional reason, are not subject to § 304(c) termination;

5 (f) Sonny's assignment to Plaintiff in the Marriage Settlement
6 Agreement of an undivided fifty percent ownership of the Royalties is
7 not a grant of renewal copyrights or rights that arise under the Copyright
8 Act and, for that additional reason, is not subject to § 304(c) termination;
9 and

10 (g) Plaintiff's approval rights and other rights under the
11 Marriage Settlement Agreement, and her termination rights under the
12 Wixen Agreements, are rights that arise under State law and not rights
13 that arise under the Copyright Act and, for that additional reason, are not
14 subject to § 304(c) termination.

15 42. Plaintiff further contends that, despite the Heirs' notice of termination,
16 Plaintiff, individually or as the Trustee of The Veritas Trust:

17 (a) Continues to own and owns an undivided fifty percent of the
18 Royalties, from any and all sources, including whether those sources are
19 music publishers or other companies identified in the Heirs' notice of
20 termination or others taking their place upon termination of Sonny's
21 grants to them;

22 (b) Continues to have the right to reimbursement and
23 compensation in the event that Sonny or his successors, including Ms.
24 Bono, individually or as Trustee of The Bono Collection Trust, has
25 agreed to, permitted, or allowed administrators to charge, and, in the
26 calculation of Plaintiff's fifty percent of Composition Royalties, have
27 deducted or deduct, administration fees in excess of ten percent;

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1 (c) Continues to have approval rights as to any and all third
2 party contracts with respect to the Musical Compositions and Royalties,
3 including but not limited to any future agreement or agreements with
4 Wixen;

5 (d) Continues to have the right to terminate the Wixen
6 Agreements as expressly provided in the Wixen Agreement;

7 (e) Continues to have the right to disapprove a new agreement
8 or agreements with Wixen, and the withholding of approval of Wixen is
9 reasonable, including, without limitation, on the grounds that:

10 (1) Paying Wixen a commission to administer the
11 Musical Compositions that already are administered by other
12 music publishers in return for administration fees equal to or in
13 excess of ten percent, violates the Marriage Settlement Agreement
14 and exceeds the ability and authority of The Bono Collection
15 Trust, as successor in interest to Sonny, to select administrators;
16 and

17 (2) Plaintiff is informed and believes, and upon that basis
18 alleges, that Wixen, without Plaintiff's knowledge or consent and
19 in violation of the terms of the Administration Agreement and
20 Collection Agreement, has encouraged, aided, and abetted
21 defendants' scheme of misusing the Heirs' notice of termination
22 in an attempt to deprive Plaintiff of her rights and her ownership
23 of her fifty percent of Royalties that Sonny assigned to her in the
24 Marriage Settlement Agreement as her share of their community
25 property;

26 (f) Continues to have approval rights with respect to all other
27 agreements with third parties respecting the Musical Compositions and
28 Composition Royalties; and

1 (g) Continues to have the right to elect to have her fifty percent
2 of Record Royalties paid directly to her by record companies.

3 43. Plaintiff is informed and believes, and upon that basis alleges, that
4 defendants dispute the foregoing contentions, and each of them.

5 44. A judicial declaration of the respective rights and obligations of Plaintiff
6 and defendants is necessary and appropriate.

7 **SECOND CLAIM FOR RELIEF**

8 **(For Breach of Contract)**

9 **(Against Defendants)**

10 45. Plaintiff refers to and re-alleges each and every allegation contained in
11 paragraphs 1 through 43, inclusive, above, as if set forth herein.

12 46. The Marriage Settlement Agreement provides, *inter alia*, that it is
13 binding upon, and inures to the benefit, of the parties and their respective heirs and
14 assigns.

15 47. Plaintiff has performed all of her obligations, and satisfied all conditions
16 to be satisfied by her, under the Marriage Settlement Agreement, except as her
17 performance and satisfaction are excused by reason of the defendants' breaches.

18 48. Defendants have breached, or anticipatorily breached, or both, the
19 Marriage Settlement Agreement by:

20 (a) Refusing to pay to Plaintiff, as Trustee of the Veritas Trust,
21 her undivided fifty percent of Composition Royalties;

22 (b) Repudiating Plaintiff's approval rights with respect to all
23 agreements with third parties respecting the Musical Compositions and
24 Composition Royalties, including new agreements with Wixen;

25 (c) Repudiating Plaintiff's right to terminate the Wixen
26 Agreements;

27 (d) Agreeing to, permitting, or allowing Wixen and possibly
28 others to charge administration fees in addition to those administration

1 fees charged by other music publishers with respect to the same
2 Composition Royalties, thereby increasing the levels of administration
3 and increasing the administration fees charged against and deducted from
4 those Composition Royalties and, as a result, violating the Marriage
5 Settlement Agreement's limit on administration fees and reducing the
6 amount paid to Plaintiff after deduction of those excessive administration
7 fees; and

8 (e) Refusing to honor Plaintiff's election to have her fifty
9 percent of Record Royalties paid directly to her, as expressly provided in
10 the Marriage Settlement Agreement.

11 The full nature and extent of defendants' breaches are not presently known and
12 Plaintiff will, if necessary and appropriate, seek leave of Court to amend this
13 Complaint to allege all of defendants' breaches once they are ascertained.

14 49. As a direct and proximate result of defendants' breaches, Plaintiff has
15 sustained damages, and will continue to sustain damages, in an amount not presently
16 known but believed to exceed \$1,000,000.

17 50. Plaintiff is entitled to and requests the imposition of a constructive trust
18 on the undivided fifty percent of Royalties that she owns but which defendants have
19 received and failed to pay over to her or instruct that she be paid directly.

20 **PRAYER**

21 **WHEREFORE**, Plaintiff prays for judgment as follows:

22 1. On the First Claim for Relief for declaratory relief against defendants, a
23 declaration in accordance with plaintiff's contentions, including as follows, and such
24 further necessary or proper relief as Plaintiff may request based on that declaration:

25 (a) The Heirs' notice did not terminate, and could not have
26 terminated, the Marriage Settlement Agreement or its recognition and
27 confirmation of Plaintiff's community property, the Marriage Settlement
28 Agreement's assignment to her of fifty percent of the Royalties as her

1 sole and separate property in perpetuity and throughout the world, and
2 Plaintiff's other rights under the Marriage Settlement Agreement, or any
3 of the foregoing;

4 (b) The Heirs' notice did not terminate, and could not have
5 terminated, grants executed by Sonny on or after January 1, 1978, of
6 renewal copyrights, or rights under renewal copyrights, in the Musical
7 Compositions, and, as a result, has no effect on Plaintiff's ownership of
8 fifty percent of all Composition Royalties received pursuant to those
9 grants;

10 (c) The Heirs' notice did not terminate, and could not have
11 terminated, Sonny's grants of renewal copyrights, or rights under
12 renewal copyrights, in the Musical Compositions that he did not author
13 or co-author but instead acquired prior to July 14, 1978, and, for that
14 additional reason, has no effect on Plaintiff's ownership of fifty percent
15 of all Composition Royalties received pursuant to those grants;

16 (d) The Heirs' notice did not terminate, and could not have
17 terminated, Sonny's grants of rights outside the United States and, for
18 that additional reason, has no effect on Plaintiff's ownership of fifty
19 percent of all Composition Royalties received pursuant to those grants;

20 (e) The Marriage Settlement Agreement's recognition and
21 confirmation of Plaintiff and Sonny's community property, including the
22 Record Royalties, Musical Compositions, and Composition Royalties, is
23 not a grant of renewal copyrights, or rights under renewal copyrights,
24 and, instead, Plaintiff's fifty percent ownership of Record Royalties,
25 Musical Compositions, and Composition Royalties arose under State law
26 and, for that additional reason, are not subject to § 304(c) termination;

27 (f) Sonny's assignment to Plaintiff in the Marriage Settlement
28 Agreement of an undivided fifty percent ownership of the Royalties is

1 not a grant of renewal copyrights or rights that arise under the Copyright
2 Act and, for that additional reason, is not subject to § 304(c) termination;

3 (g) Plaintiff's approval rights and other rights under the
4 Marriage Settlement Agreement, and her termination rights under the
5 Wixen Agreements, are rights that arise under State law and not rights
6 that arise under the Copyright Act and, for that additional reason, are not
7 subject to § 304(c) termination; and

8 (h) Despite the Heirs' notice of termination, Plaintiff,
9 individually or as the Trustee of The Veritas Trust:

10 (1) Continues to own and owns an undivided fifty
11 percent of the Royalties, from any and all sources, including
12 whether those sources are music publishers or other companies
13 identified in the Heirs' notice of termination or others taking their
14 place upon termination of Sonny's grants to them;

15 (2) Continues to have the right to reimbursement and
16 compensation in the event that Sonny or his successors, including
17 Ms. Bono, individually or as Trustee of The Bono Collection
18 Trust, has agreed to, permitted, or allowed administrators to
19 charge, and, in the calculation of Plaintiff's fifty percent of
20 Composition Royalties, have deducted or deduct, administration
21 fees in excess of ten percent;

22 (3) Continues to have approval rights as to any and all
23 third party contracts with respect to the Musical Compositions and
24 Royalties, including but not limited to any future agreement or
25 agreements with Wixen;

26 (4) Continues to have the right to terminate the Wixen
27 Agreements as expressly provided in the Wixen Agreement;
28

1 (5) Continues to have the right to disapprove a new
2 agreement or agreements with Wixen, and the withholding of
3 approval of Wixen is reasonable, including, without limitation, on
4 the grounds that:

5 (i) Paying Wixen a commission to administer the
6 Musical Compositions that already are administered by
7 other music publishers in return for administration fees
8 equal to or in excess of ten percent, violates the Marriage
9 Settlement Agreement and exceeds the ability and authority
10 of The Bono Collection Trust, as successor in interest to
11 Sonny, to select administrators; and

12 (ii) Plaintiff is informed and believes, and upon
13 that basis alleges, that Wixen, without Plaintiff's knowledge
14 or consent and in violation of the terms of the
15 Administration Agreement and Collection Agreement, has
16 encouraged, aided, and abetted defendants' scheme of
17 misusing the Heirs' notice of termination in an attempt to
18 deprive Plaintiff of her rights and her ownership of her fifty
19 percent of Royalties that Sonny assigned to her in the
20 Marriage Settlement Agreement as her share of their
21 community property;

22 (6) Continues to have approval rights with respect to all
23 other agreements with third parties respecting the Musical
24 Compositions and Composition Royalties; and

25 (7) Continues to have the right to elect to have her fifty
26 percent of Record Royalties paid directly to her by record
27 companies;

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- 2. On the Second Claim for Relief for breach of contract, damages according to proof but believed to exceed \$1,000,000;
- 3. For Plaintiff’s costs of suit and, to the extent permitted by law, reasonable attorneys’ fees;
- 4. For prejudgment interest on all sums awarded; and
- 5. For such other and further relief as the Court deems just and proper.

Dated: October 13, 2021

 /s/ Peter Anderson
Peter Anderson, Esq.
Sean M. Sullivan, Esq.
Eric H. Lamm, Esq.
DAVIS WRIGHT TREMAINE LLP
Attorneys for Plaintiff
CHER
Individually and as Trustee of
The Veritas Trust

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DEMAND FOR JURY TRIAL

Plaintiff Cher respectfully demands trial by jury of all issues and claims as to which there is a right of trial by jury.

Dated: October 13, 2021

/s/ Peter Anderson
Peter Anderson, Esq.
Sean M. Sullivan, Esq.
Eric H. Lamm, Esq.
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