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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

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11 CHER,
12 Plaintiff,
13 v.
14 MARY BONO, et al.,
15 Defendants.

16 AND RELATED CLAIMS
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No. 2:21-cv-08157-JAK (RAOx)

JUDGMENT

[JS-6: CASE TERMINATED]

1 The Court having ruled on the Motion for Summary Judgment filed by Plaintiff
2 and Counterdefendant Cher (“Plaintiff”) and the Motion for Summary Judgment filed by
3 Defendant and Counterclaimant Mary Bono (“Defendant”), having considered the
4 parties’ Stipulation to Certain Facts, and having determined that no issues remain
5 preventing the entry of Judgment, **IT IS ORDERED AND ADJUDGED** that:

6 1. As to Plaintiff’s first claim for relief, it is hereby declared that:

7 a. The September 30, 2016, Notice of Termination (the “Notice of
8 Termination”) served on behalf of Defendant and others under Section
9 304(c) of the Copyright Act did not terminate or otherwise have any effect
10 on the August 10, 1978, Marriage Settlement Agreement (“MSA”) between
11 Plaintiff and Sonny Bono, the MSA’s recognition and confirmation of
12 Plaintiff’s community property, or the MSA’s assignment of the following
13 to Plaintiff as her sole and separate property in perpetuity and throughout
14 the world:

15 i. fifty percent of all contingent receipts received by Sonny Bono, his
16 successors in interest, assigns, and his other businesses, after July 14,
17 1978, from all sources perpetually and throughout the world from
18 musical compositions and interests in musical compositions written
19 or composed, in whole or part, by Sonny Bono or others, and/or
20 acquired by Sonny Bono or his other business (as that term is defined
21 in the MSA), prior to February 1, 1974 less certain costs and the
22 administration fee as set forth in the MSA (the “Composition
23 Royalties”);

24 ii. fifty percent of all contingent receipts after July 14, 1978, pursuant to
25 recording contracts entered into prior to the separation of Plaintiff
26 and Sonny Bono (as set forth in the MSA), with the following record
27 companies: Atlantic Recording Corporation; York Records; Imperial
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Records; Liberty Records, Inc. and MCA Records, Inc. (the “Record Royalties”);

- b. the Notice of Termination did not terminate or otherwise have any effect on the following rights of Plaintiff, individually or as the Trustee of the Veritas Trust, and/or her successors and assigns:
- i. ownership in perpetuity and throughout the world of an undivided fifty percent of all Composition Royalties and Record Royalties, including without limitation any Composition Royalties due and payable on or after July 1, 2022, regardless of when paid; and
 - ii. the approval rights as to any and all third party contracts with respect to the Musical Compositions granted to Plaintiff under paragraph 10(d) of the MSA.
2. As to Plaintiff’s second claim for relief, Plaintiff is awarded damages against Defendant in the amount of the \$187,534.91 in Composition Royalties that Defendant received and retained in breach of the MSA, plus prejudgment interest at the rate of seven percent per annum, from February 1, 2022, to the date of entry of Judgment.
3. As to Defendant’s first counterclaim for relief, it is hereby declared that Defendant, subject to the rights of Sonny Bono’s four children (the four children and Defendant referred to as the “Bono Heirs”), has the sole discretion to decide whom to appoint as the royalty administrator pursuant to the MSA, including an entity owned and controlled by the Bono Heirs; provided, however, Plaintiff may raise reasonable objections to the terms of any such agreement entered into with such a royalty administrator, including as to the reasonableness of the administration fee and as to the administrator’s credentials and qualifications.
4. As to Defendant’s second counterclaim for relief, no relief is granted.

- 1 5. Except as expressly provided herein, Judgment is entered in favor of Plaintiff on
2 Plaintiff's First Claim for Relief, Plaintiff's Second Claim for Relief, and
3 Defendant's Second Counterclaim for Relief; and Judgment is entered in favor of
4 Defendant in part on Defendant's First Counterclaim for Relief.
- 5 6. Plaintiff is awarded costs incurred, in an amount to be determined by the Court, as
6 to Plaintiff's First Claim for Relief, Plaintiff's Second Claim of Relief, and
7 Defendant's Second Counterclaim for Relief; and Defendant is awarded costs
8 incurred, in an amount to be determined by the Court, as to Defendant's First
9 Counterclaim for Relief.

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12 **IT IS SO ORDERED.**

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14 Dated: 11/26/2025



15 John A. Kronstadt

16 United States District Judge
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