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August 2024 Newsletter



CHER V BONO
REACHES VERDICT

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CHER V. BONO CASE REACHES VERDICT

SONNY & CHER



- Sonny & Cher were a popular pop-folk duo in the '60s and '70s
- Sonny & Cher married in 1967 and divorced in 1978
- Their Marriage Settlement Agreement (MSA) stipulated that Cher was to receive 50% of the royalties from Sonny & Cher songs
- Sonny Bono passed away in 1998, leaving his estate to his widow, Mary Bono

THE CATALYST

- In 2016, a Notice of Termination was sent to Cher from Sonny's estate, terminating the copyright transfer/license grants in musical compositions that he had authored. Mary Bono **believed Section 203 of the Copyright Act allowed her to terminate the grants.**
- As a result, Mary Bono stopped paying Cher her 50% share in royalties
- In October 2021, **Cher sued Sonny Bono's estate** for asserting their reclaiming of the copyrights and withholding her share of royalties in Sonny & Cher songs

SECTION 203 OF THE COPYRIGHT ACT

Section 203 of the Copyright Act allows **copyright license/assignment grants** made after January 1, 1978 to usually be **terminated 35 years** after the start of the grant by the copyright's original authors or their heirs.

COURT CASE

- Cher (the plaintiff) filed a motion asking for declaratory relief over the alleged breach of contract. Mary Bono argued that she was within her rights to terminate the copyright grants.
- Further, Cher argued that Sonny's four children are not necessary or indispensable parties to the case, while Mary Bono (the defendant) argued that they were. Essentially, Cher was unwilling to name all of Sonny's children in the lawsuit, as one of them was also her child, Chaz Bono. Cher did not want to sue her own child. The court found that Sonny's children were neither necessary nor indispensable parties, meaning Cher did not need to sue her own child.

Did
YOU KNOW?



Declaratory Relief is a type of court action in which a plaintiff seeks a court's declaratory judgment of the parties' legal rights before the plaintiff has accrued any damages.

VERDICT

The court granted Cher's motion for declaratory relief, finding that the **defendant breached the MSA by refusing to honor the plaintiff's royalty rights**. The court found that Section 203 of the Copyright Act does not apply with respect to terms of a Marriage Settlement Agreement.

