

FILED

AUG 14 2023

EDDIE S. JONES, JR., CLERK

IN THE PROBATE COURT OF SHELBY COUNTY, TENNESSEE

IN RE: MICHAEL JEROME WILLIAMS, JR.
A/K/A MICHAEL JEROME OHER

CAUSE NUMBER: C-010333

MICHAEL JEROME OHER
WARD AND PETITIONER

DEMAND FOR JURY TRIAL

PETITION TO TERMINATE CONSERVERATORSHIP, FOR ACCOUNTING, AND
OTHER RELIEF

COMES NOW Michael Jerome Oher, personally and by and through the undersigned counsel, and petitions the Probate Court for an order for a final accounting in the above referenced cause, to close the conservatorship, for an order requiring the Co-Conservators Sean Tuohy and Leigh Anne Tuohy to show cause for failure to meet their required duties to provide regular accountings or to act in the best interest of their ward, Michael J. Oher, and for applicable damages and other relief. In support thereof, Petitioner Oher states unto this Court:

INTRODUCTION AND FACTUAL BACKGROUND

1. Michael Jerome Oher (hereinafter, "Petitioner" or "Michael"), now age 37, grew up in Memphis, Shelby County, Tennessee, in the Hurt Village Housing Projects north of St Jude Children's Research Hospital. Michael was one of twelve children born to his mother, Denise Oher. On April 14, 1996, when Michael was not quite eleven years old, his custody was awarded to the Tennessee Department of Human Services ("DHS"), in whose legal care and control he would remain until becoming an adult. As a ward of the foster care system, DHS did little to help Michael. The representatives of DHS tasked with caring for Michael ultimately lost track of him in a broken social system, leaving Michael to live on the streets, taking care of himself as best he could.

Michael was a smart child, but his formal education was spotty to non-existent. He attended eleven schools in nine years, repeating first and second grade.

2. In the late summer of 2002, a kind man named Tony Henderson, the father of a friend of Michael's, witnessing firsthand Michael's focus and drive to pursue a better life, took it upon himself to find a school that would agree to provide Michael with a decent education. Mr. Henderson introduced Michael to the principal of Briarcrest Christian School, Dr. Stephen Simpson, who recognized Michael's potential in their first meeting, and along with other administrators at Briarcrest, agreed to provide him the life-changing opportunity of an education at their school. Briarcrest agreed to admit Michael as a student, and, upon receiving satisfactory grades, allowed him to participate in their sports programs.

3. In September 2003, Michael's junior year, Michael began playing sports at Briarcrest. From the beginning he excelled. He made first string for the Tennessee All-State Game in both football and basketball and was selected to play in the Army All-American Bowl his senior year of football. It was clear that Michael had the size, speed, physical ability, and mental acuity to be a star in college and afterwards. Football scholarship offers poured in from the powerhouse football universities across the nation.

4. Michael was on his own at Briarcrest and nearly penniless. It took over an hour, riding buses and walking, to get from Hurt Village to Briarcrest. During his 10th and 11th grade years at Briarcrest (September 2002 until June 2004), Michael often stayed at the home of the grandfather of his friend Quenterio Franklin, and he had other benefactors, as well. He often stayed overnight at the homes of classmates whose parents saw Michael simply as an intelligent, polite young man who needed the basic support that no person, agency, or other social system had been able to provide Michael for most of his childhood.

5. During the summer after his junior year at Briarcrest, Michael also occasionally stayed with Sean and Leigh Anne Tuohy. Where other parents of Michael's classmates saw Michael simply as a nice kid in need, Conservators Sean Tuohy and Leigh Ann Tuohy saw something else: a gullible young man whose athletic talent could be exploited for their own benefit. The Tuohys, who took no legal action in Juvenile Court to assume legal custody of Michael, a ward of the state, began inviting him to their large, beautiful home more and more often during that summer. Mrs. Tuohy began taking Michael on shopping trips, buying him clothes.

6. In July of 2004, after Michael became an adult, but still enrolled as a student at Briarcrest and just before his senior year, the Tuohys invited Michael to come and live with them. At no time prior to this invitation during Michael's minority did the Tuohys take any legal action to assume custody of Michael from DHS through appropriate channels, nor did they seek to become Michael's guardian while he was a minor. Despite this inaction, the Tuohys did tell Michael they loved him and that they intended to legally adopt him. Michael believed them, was delighted to be part of a real and stable family, and trusted Mr. and Mrs. Tuohy completely. The Tuohys encouraged Michael to refer to them as "Mom" and "Dad," and Michael happily complied.

7. Almost immediately after Michael moved in, the Tuohys presented him with what he understood to be legal papers that were a necessary step in the adoption process. Michael trusted the Tuohys and signed where they told him to sign. What he signed, however, and unknown to Michael until after February of 2023, were not adoption papers, or the equivalent of adoption papers. Instead, it was the *Petition for Appointment of Conservators* which was filed in this cause on August 9, 2004 by Debra Branan, attorney of record in this matter. Ms. Branan was so close to the Tuohy family that Michael was encouraged to refer to her as Aunt Debbie. This *Petition*, filed on behalf of the Tuohys, Michael, and his mother, Denise Oher, by Ms. Branan as the attorney of

record for all four petitioners, included a request that the Conservators have total control over Michael Oher's ability to negotiate for or enter any contract, despite the fact he was over 18 years of age and had no diagnosed physical or psychological disabilities. The August 9, 2004 *Petition* states in pertinent part:

That the best interests of the said Michael Jerome Williams, Jr.¹ will be served by this Court granting unto the said Sean A. Tuohy and wife Leigh Anne Tuohy the full co- legal custody, guardianship and conservatorship of the said Michael Jerome Williams, Jr. That they shall have all powers of attorney to act on his behalf and *that the said Michael Jerome Williams, Jr. shall not be allowed to enter into any contracts or bind himself without the direct approval of his guardians/conservators.* That the said Michael Jerome Williams, Jr. will further not be allowed to make medical decisions for himself and that the said guardians/conservators shall have full and complete authority to make medical and educational decisions on his behalf and have full and complete access to all his medical and school records in the same vein as had they been his natural parents and guardians.

Pet. at 9, *In Re: Michael Jerome William, Jr. a/k/a Michael Jerome Oher*, Cause No. C-010333, (August 9, 2004) (emphasis added).

8. At no point did the Tuohys inform Michael that they would have ultimate control of all his contracts, and as a result Michael did not understand that if the Conservatorship was granted, he was signing away his right to contract for himself. Michael was falsely advised by the Tuohys that because he was over the age of eighteen, that the legal action to adopt Michael would have to be called a "conservatorship" but it was, for all intents and purposes, an adoption.

9. The Tuohys have falsely and publicly represented themselves as the adoptive parents of Michael, continuing to the date of the filing of this petition. *See*, for example, the "Tuohy

¹ Michael Jerome Williams, Jr. is Michael Oher's birth name which was legally changed to Michael Jerome Oher on December 7, 2004. *See* Order Grant. Pet. Change of Name, No. C-0011027 (Shelby Cnty. Probate Ct., Dec. 7, 2004).

Family” website (<https://www.leighannetuohy.com>) and their foundation’s website (<https://www.makingithappenfoundation.com>), where Michael’s name and likeness is used to benefit the Tuohys’ interests, and where Michael is claimed to be adopted. Such false and public misrepresentations have caused irreparable injury, loss, and damage to Michael Oher, and unless the Conservators are restrained and enjoined from continuing to make such misrepresentations, will continue to cause further injury and damages.

10. The lie of Michael’s adoption is one upon which Co-Conservators Leigh Anne Tuohy and Sean Tuohy have enriched themselves at the expense of their Ward, the undersigned Michael Oher. Michael Oher discovered this lie to his chagrin and embarrassment in February of 2023, when he learned that the Conservatorship to which he consented on the basis that doing so would make him a member of the Tuohy family, in fact provided him no familial relationship with the Tuohys.

11. In August 2005, Michael entered the University of Mississippi (“Ole Miss”) on a football scholarship at the age of 19. During his first year at Ole Miss, Michael earned “Freshman All-American” honors. He also excelled in the classroom and made the Dean’s List academically his sophomore year.

12. On September 2, 2006, *The Blind Side: Evolution of the Game* by Michael Lewis, a book based upon the life of Michael Oher was released.² Shortly thereafter, Conservators begin contract negotiations with Twentieth Century Fox (“Fox”) regarding their personal rights and the rights of their then minor children, Sean Tuohy, Jr., and Collins Tuohy, to a movie based upon *The Bind Side: Evolution of a Game*. Upon information and belief, the Tuohys used their status as Conservators for Michael Oher to negotiate a contract with Fox for the movie *The Blind Side*,

² Michael Lewis is the childhood friend of Sean Tuohy.

based on Michael's life story. Interestingly, Section 18, titled "Notices and Payments," of all four of the Tuohy family members' contracts with 20th Century Fox lists Matthew Snyder at Creative Artists Agency as the Tuohy's contact, but the agent/attorney to receive contract and payment notices for Michael is listed as Debbie Branan, Esq.—the attorney of record in this matter.

13. Upon information and belief, Conservators negotiated for themselves and natural born children a contract price of \$225,000.00 plus 2.5% of all future "Defined Net Proceeds." All payments were contingent upon Fox first acquiring Michael's signature. Upon information and belief, *The Blind Side* movie has amassed gross revenues of more than \$330 million dollars, and still earns large sums of money.

14. A contract also exists, entitled "Life Story Rights Agreement," purportedly signed by Michael Oher, dated April 20, 2007, in which the subject Michael Oher appears to give away to Fox, without any payment whatsoever, the perpetual, unconditional and exclusive right throughout the world to use and portray Michael Oher's name, likeness, voice, appearance, personality, personal experiences, incidents, situations and events based upon or taken from Michael Oher's life story in connection with motion pictures and otherwise from dates mentioned in *The Blind Side* book through the end of the 2008 NFL draft and non-exclusive rights to his life after the 2008 NFL draft. Michael Oher believes that the signature on this document is very similar to his own, and he does not know whether the signature was forged. However, Michael does know and here avers that he at no time ever willingly or knowingly signed this document and that nobody ever presented this contract to him with any explanation that he was signing such a document, or any document concerning his rights to his name, image, and life story, to Fox or anybody else.

15. To the extent that Co-Conservators in any way facilitated the signature "Michael Oher" on this unconscionably unfair document, whether by forgery, trickery, or otherwise, or even

if they simply knew about it and allowed this miscarriage of justice to occur, whereby the Co-Conservators and their children would reap millions of dollars while Co-Conservators' ward would receive nothing, they would have committed a breach of their fiduciary duty so gross and appalling that they should be sanctioned by this court by disgorgement of all sums of money received from this motion picture, plus interest from the date of receipt of any payment, and also required to pay appropriate punitive damages to their ward, Michael Oher, as determined by this court.

16. *The Blind Side* movie was released on November 20, 2009, well after Michael had used all his NCAA eligibility at Ole Miss. As such, any remuneration he could have received from *The Blind Side* occurred after college and would not have affected his NCAA eligibility.

17. Due to the massive success of the movie, Alcon Entertainment, LLC, the successor to Fox, made a donation to Leigh Anne Tuohy's foundation, the Making it Happen Foundation, in the amount of \$200,000.00 on October 10, 2010 in the name of Sean Tuohy. Upon information and belief, this payment was triggered by an "Amendment to Life Story Rights Agreement" of Sean Touhy. At no time did Conservators, Alcon Entertainment, or Fox inform Michael of the amendment or negotiations thereon, nor was there any amendment attempted to ensure that Michael would benefit from the movie's success, in contravention of the duty that the Tuohys had to Michael as his Conservators.

PROCEDURAL BACKGROUND

18. On December 7, 2004, the Honorable Judge Robert Benham granted the petition, entering the *Order Appointing Conservators of the Person*, making the determination that Michael was in need of supervision, protection, and assistance and that he should not be able to make contract decisions on his own. The Order states in pertinent part as follows:

[I]t is in Oher's best interest to appoint Sean A. Tuohy and wife, Leigh Anne Tuohy as conservators of the person and that they should

have all powers of attorney to act on his behalf and further that Oher shall not be allowed to enter into any contracts or bind himself without the direct approval of his conservators. It further appears to the Court that any and all medical decisions shall be made by the conservators who will have full and complete authority to make these decisions and educational decisions in Oher's behalf. It further appears to the Court that the Petitioners should have complete and full access to all medical and school records as if they were the natural parents and guardians of Oher.

19. Concerning the duration of the Conservatorship, the *Petition* indicated that "It is [Michael's] desire that the Petitioners be recognized as his legal guardians at least until he reaches the age of 25 or until terminated by order of this court prior to that time." Despite that prayer, the Court appointed the Tuohys as Conservators to serve in that capacity until further orders of the Court terminating the conservatorship.

20. The Official Shelby County Government Probate Court Records show that a Waiver of Bond and the Conservator Certificate were issued on December 7, 2004.

21. No subsequent Order terminating the conservatorship has ever been signed nor have Conservators ever moved the Court to terminate or modify same.

22. Conservators have never filed any yearly accounting nor moved the Court for any extension of time to file yearly accountings as required by T.C.A. § 34-1-111. Conservators have never filed any required "Statement of Fiduciary as to Physical or Mental Condition of the Disabled Person" to inform the Court as to whether the conservatorship should continue as required by T.C.A. § 34-1-111.

23. Conservators never sought to have the Conservatorship modified to appoint other third parties as conservators due to the plain conflict that would and did arise between their fiduciary duties and their own personal financial interests related to the movie.

24. Since at least August of 2004, Conservators have allowed Michael, specifically, and the public, generally, to believe that Conservators adopted Michael and have used that untruth to gain financial advantages for themselves and the foundations which they own or which they exercise control. All monies made in said manner should in all conscience and equity be disgorged and paid over to the said ward, Michael Oher.

25. This Conservatorship is unnecessary as Michael Oher is capable of handling his own affairs.

26. Petitioner Oher asserts that under Tennessee Code § 34-3-108, Conservators herein should be discharged, and the conservatorship terminated because of Conservators failure to perform their duties and obligations in accordance with the law, because of their failure to act in the best interest of Petitioner Oher, and because Oher is not under any disability that requires a conservator. “When . . . a court earlier determines a conservator is no longer needed and issues an order terminating the conservatorship, the conservatorship shall terminate.” T.C.A. § 34-3-108.

27. Oher is not under any disability and is a well-respected member of the Nashville, Tennessee community. Further, Conservators’ utter failure to adhere to any of their legal duties and obligations as Conservators of Oher provide a proper basis to terminate their conservatorship. Should this Court deem it necessary, Petitioner is willing to submit to an examination as required by T.C.A. § 34-3-105 to support his contention that a conservator is no longer needed.

28. Since the conservatorship began on December 7, 2004, Conservators have had a duty to act in the best interest of Michael Oher. “Conservators are appointed to act in the best interests of the disabled adult person for whom they are partially or fully responsible in the discretion of the court. The trial court must specifically enumerate the powers removed from the respondent and vested in the conservator. *In re Melton*, No. E2014-01384-COA-R3-CV, 2015

Tenn. App. LEXIS 621, at *1 (Ct. App. July 31, 2015). A key obligation which Conservators must meet is the care of a ward's property assets and account for such at least yearly. "Except as provided in subsection (i), within sixty (60) days after each anniversary of the accounting required in subsection (a) or any other end of an accounting period selected by the fiduciary after the subsection (a) accounting, the fiduciary shall file a sworn accounting with the court." T.C.A. § 34-1-111.

29. Since the inception of the Conservatorship, an important asset of Michael's has been the rights to his name, image, and likeness ("NIL"). "Every individual has a property right in the use of that person's name, photograph, or likeness in any medium in any manner." T.C.A. § 47-25-1103. This Court specifically removed the ability of Michael to enter contracts regarding his NIL rights and gave that right to Conservators. *See*, Order of Appointment of Conservators, Cause: C-010333 (Dec. 7, 2004). Consequently, Conservators had the duty to act in the best interest of Michael's rights regarding his NIL and to account yearly regarding those assets. To date, Conservators have filed no accounting and should now be ordered to fully *account* for what Michael's NIL assets and use thereof by either Michael's or Conservators' benefit throughout the conservatorship under T.C.A. § 34-3-108(e), as Conservators and their children collectively received millions of dollars and Michael received nothing for his rights to a \$330,000,000 (or more) story that would not have existed without him.

30. Petitioner Oher asserts that absent the breach of fiduciary duties by Conservators, Oher would not have incurred court costs and attorney fees to submit this petition, and he petitions the Court to award him all damages and relief, including court costs and attorney fees, the court considers appropriate under T.C.A. § 34-3-108(5) and other laws of the State of Tennessee.

REQUEST FOR INJUNCTIVE RELIEF

31. Tennessee Code Annotated states as follows at § 47-25-1106:

Injunctions; impounding or destruction of materials; damages

(a) The chancery and circuit court having jurisdiction for any action arising pursuant to this part may grant injunctions on such terms as it may deem reasonable to prevent or restrain the unauthorized use of an individual's name, photograph, or likeness. As part of such injunction, the court may authorize the confiscation of all unauthorized items and seize all instrumentalities used in connection with the violation of the individual's rights. All instrumentalities seized pursuant to enforcing an injunction under this subsection (a) shall be liquidated and used to satisfy statutory damages, if damages are recovered by the rights holder.

(b) At any time while an action under this part is pending, the court may order the impounding, on such terms as it may deem reasonable, of all materials or any part thereof claimed to have been made or used in violation of the individual's rights, and such court may enjoin the use of all plates, molds, matrices, masters, tapes, film negatives, or other articles by means of which such materials may be reproduced.

T.C.A. § 47-25-1106.

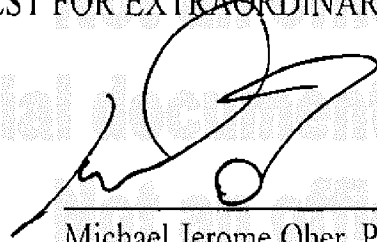
32. As set out above, Petitioner Michael Oher is suffering continuing damages due to the ongoing misuse of his name, image and likeness by the Co-Conservators herein, especially in conjunction with the continuing false claims that they adopted Petitioner at any time. Consequently, Petitioner is entitled to an injunction prohibiting Conservators from using his name, image, and likeness.

WHEREFORE, Petitioner Michael Oher, the ward herein, brings this Petition and prays that this Honorable Court require the Conservators herein, Sean Tuohy and Leigh Anne Tuohy, to appear and answer this petition, and to file herein a sworn accounting according to law, accounting for all sums of money belonging to their said ward, Michael Oher, and to pay over such sums

received by them, or either of them, as aforesaid, which should have been paid over to the said ward, Michael Oher, plus interest from the time of receipt of such sums of money; and that this Honorable Court sanction the said Sean Tuohy and Leigh Anne Tuohy for their misconduct described herein, and require them to pay such compensatory and punitive damages to their said ward as this Court finds appropriate, and to pay all costs and attorney's fees incurred by Petitioner herein, and Petitioner prays for general relief to which in the premises he may be entitled.

Respectfully submitted, this the 14th day of August, 2023.

THIS IS THE PETITIONER'S FIRST REQUEST FOR EXTRAORDINARY RELIEF IN THIS ACTION.



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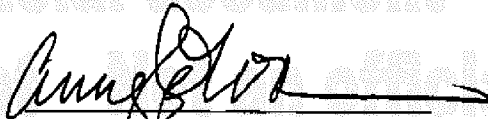
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon all counsel of record via the U.S. Postal Service, facsimile and/or electronic mail, this 14th day of August 2023.

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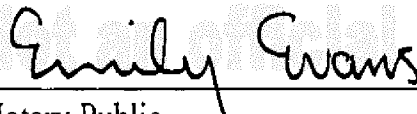

Anne Johnson (BPR #23719)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This day personally appeared before me, the undersigned authority in and for the jurisdiction of aforesaid, the within named Michael Jerome Oher, who acknowledged that he executed the above and foregoing Petition on the date therein mentioned, and for the purposes therein set forth, and that the facts and matters contained therein are to the best of his knowledge, information and belief are true and correct as therein stated.


Michael Jerome Oher

Sworn to and subscribed before me and given under my hand and seal on this the 10 day of August, 2023.


Notary Public

My Commission Expires:

(SEAL)

07/06/26

