FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Louisiana law: the Legal basis section has two [VERIFY] flags (right of publicity, including whether it protects this use, and false endorsement). No statute or case is cited. Attorney to supply the authority.
- Release scope: the release is quoted from photo_release_2024.pdf p.1. Confirm the quotation against the signed original. It expired December 31, 2024, and the earliest documented use is July 18, 2026. The date of first use on packaging is not in the records.
- Photographs and screenshots: only text descriptions were received. Confirm that the photo on the jar, website, ads and poster is the 2024 gala photo. The photo's ownership is not addressed. Mr. Fontenot wrote "We paid for that booth and those pictures," and the photographer is listed as Marcel Guidry. No copyright claim is asserted.
- The July 18, 2026 receipt is referenced in screenshots_of_uses.pdf p.1 but was not in the files. The social media platform and the three parishes were not identified. "Over 6,000 jars sold!" is the company's own website claim and is unverified.
- Licensing history comes from the agent's October 8, 2026 letter, and only an excerpt of the 2026 agreement was provided. The draft discloses fee amounts and the 2026 exclusivity clause. It does not name the other licensee. Confirm that disclosure is permitted and strategically advisable, and whether to mention the licensee's September 24, 2026 inquiry.
- Recipient: the notes say "Attention Owner." The release names Wade Fontenot as Owner and gives a street address without a ZIP code. Confirm the addressee, address and registered agent.
- Placeholders remain for the demand amount, response deadline, date, delivery method, firm address, contact details and file number.

Thibodaux Marchand LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Attention: Owner (Wade Fontenot) [photo_release_2024.pdf p.1]
Bayou Crescent Kitchenware LLC

2615 Cypress Landing Road [photo_release_2024.pdf p.1]
Belle Riviere, Louisiana [ADD: ZIP]

Re: Demand to Cease Unauthorized Use of Name and Likeness, Celestine Broussard, "Chef Celestine's Bayou Blend Cajun Seasoning" [ADD: file number]

Dear Wade Fontenot:

Introduction

This firm represents Celestine Broussard [firm notes]. We write about Bayou Crescent Kitchenware LLC's use of Ms. Broussard's name and photograph on the packaging, website, social media advertising and in-store posters for "Chef Celestine's Bayou Blend Cajun Seasoning," which Ms. Broussard never authorized [screenshots_of_uses.pdf p.1].

Our client's identity and rights

Ms. Broussard has hosted the weekly regional TV cooking show "Simmer and Stir with Celestine" since 2019 [endorsement_agreement_and_contact.pdf p.1]. Her name and likeness have commercial value that she licenses for a fee. According to her agent's October 8, 2026 letter, her licensing history includes:

- a 2023 cookware line license with a regional retailer for a $25,000 flat fee [endorsement_agreement_and_contact.pdf p.1];
- a 2025 guest appearance and recipe license for a grocery chain's holiday campaign for $15,000 [endorsement_agreement_and_contact.pdf p.1]; and
- an Endorsement and License Agreement effective January 1, 2026, in the category of spice blends and seasonings, with a fee of $42,000 per contract year plus 3% of net sales of Talent-branded products [endorsement_agreement_and_contact.pdf p.1].

Ms. Broussard has not consented to the uses described in this letter. Her statement of October 9, 2026 says she has not given Bayou Crescent Kitchenware permission to use her name or photo on any product or ad. It also says the only paper she signed was the 2024 gala release, that she has never been paid by your company, and that she does not use or endorse your seasoning [screenshots_of_uses.pdf p.1].

The 2024 release does not support these uses. Ms. Broussard signed it on September 30, 2024, and Mr. Fontenot acknowledged it as Owner of Bayou Crescent Kitchenware LLC [photo_release_2024.pdf p.1]. It states:

"I grant Riverbend Food Bank and the event sponsor permission to use photographs taken of me at the event, and my name, solely to promote the Riverbend Food Bank Gala 2024 and to report on the event. This permission does not include use on any product, product packaging or advertising for any product. This permission ends on December 31, 2024. No other use is permitted without my written consent." [photo_release_2024.pdf p.1]

The release is limited to promoting and reporting on the gala. It expressly excludes use on any product, product packaging or product advertising. It expired on December 31, 2024. We have seen no written consent from Ms. Broussard for any other use.

The unauthorized use

The records document the following uses, all showing the photograph of Ms. Broussard in her chef coat holding a cast iron pot, taken at the October 19, 2024 gala [photo_release_2024.pdf p.1; screenshots_of_uses.pdf p.1]:

- **Product packaging.** A jar of "Chef Celestine's Bayou Blend Cajun Seasoning" (8 oz, $9.99), bought at Gaudet Family Grocery, Belle Riviere, on July 18, 2026, carries the photo and the words "Chef Celestine's Favorite." The back label reads "Distributed by Bayou Crescent Kitchenware LLC." [screenshots_of_uses.pdf p.1]
- **Company website.** The product page at bayoucrescent-kitchen.example/shop/bayou-blend, captured September 2, 2026, is headed "Chef Celestine Broussard's Bayou Blend." It states "Hand-picked by Louisiana's favorite TV chef," shows the same photo and a $9.99 price, and states "Over 6,000 jars sold!" [screenshots_of_uses.pdf p.1]
- **Social media advertising.** Sponsored posts on the company's social media page, captured August 14, September 2 and October 7, 2026, show the photo with the caption "Cook like Chef Celestine. Bayou Blend, now in stores." The October 7 post lists 14 grocery stores in three parishes. [screenshots_of_uses.pdf p.1]
- **In-store poster.** A poster at Ardoin's Market, Pointe Clair, Louisiana, photographed September 20, 2026, appears beside the seasoning display. It shows the same photo and the words "Chef Celestine's Pick." [screenshots_of_uses.pdf p.1]

Each use uses Ms. Broussard's name and photograph to sell and promote your seasoning, and the wording presents her as having chosen or favored it. She has not.

Your company has also had direct notice. On September 25, 2026, Ms. Broussard emailed Mr. Fontenot that she never agreed to have her picture or name on the seasoning and asked that it be taken off the jars and ads right away [endorsement_agreement_and_contact.pdf p.1]. On September 29, 2026, Mr. Fontenot replied that she had signed a release for the gala photos and that "[w]e have thousands of labels printed and will use them up." [endorsement_agreement_and_contact.pdf p.1] As shown above, the release does not permit that use.

The unauthorized use has also drawn the attention of a company that licenses Ms. Broussard in the seasoning category. That company wrote to her on September 24, 2026, asking whether she had authorized the use of her name and photo on Bayou Blend seasoning and reserving its rights under its exclusivity clause [endorsement_agreement_and_contact.pdf p.1].

Legal basis

Using a person's name and likeness for commercial purposes without consent is actionable under Louisiana law. [VERIFY: Louisiana right of publicity law, including whether it protects the use

at issue] The release does not provide consent, because it excludes use on products, packaging and product advertising and expired on December 31, 2024. [VERIFY: Louisiana rule on the effect of use beyond the scope and term of a limited release] The packaging, website and advertising state that Ms. Broussard favors, picked or chose this product, which she says is untrue. Those statements may also support a claim for false endorsement. [VERIFY: applicable federal and Louisiana law on false endorsement] Ms. Broussard reserves all rights and remedies.

Demand

On behalf of Ms. Broussard, we demand that Bayou Crescent Kitchenware LLC:

- stop all use of Ms. Broussard's name, photograph and likeness, including "Chef Celestine," and stop distributing and selling any product, label or material that bears them;
- remove the material from every channel, including product packaging and labels (including the printed labels you say remain), your website, social media pages and sponsored posts, and in-store posters and displays at every retailer carrying the seasoning;
- provide a written accounting of every use, including the number of jars sold, gross and net revenue from the seasoning, the retailers and locations where it was sold, and the number of labels printed and remaining;
- pay [ADD: demand amount]; and
- preserve all documents and data related to the seasoning, its labels, advertising, sales and communications with Ms. Broussard, including electronic records and social media content.

Please respond in writing by [ADD: response deadline]. If we do not receive a satisfactory response by then, Ms. Broussard is prepared to pursue the remedies available to her. Please direct all communications about this matter to me.

Sincerely,

Lucien P. Marchand
Thibodaux Marchand LLC