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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.

- 2 citations could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). They are marked [VERIFY: citation not confirmed].
- Medical total of $34,735.00 is the sum as read from the five bill lines. Please check it. The records also state $26,530.00 paid by the employer as cure and an $8,205.00 unpaid balance. They do not say which charges remain unpaid.
- The Bayou Physical Therapy charge runs through 05/29/2026. That is after the latest chart note (May 14, 2026) and the client worksheet (May 20, 2026). Confirm the dates of service and that the charge belongs in the demand.
- The Pelican Coast "office visits, MRIs" bill line has no dates of service. Only the January 22, 2026 MRIs are dated in the chart. Obtain the itemized bill.
- The payroll record lists the last hitch as January 1 to January 15, 2026. The employer paid wages through January 21, 2026, and the schedule is three weeks on. Confirm the hitch dates before relying on the wage-loss period.
- The maintenance rate claimed, unpaid maintenance since May 1, lost earnings and the demand amount are placeholders. The sources give only the $35.00 per day rate paid, the $310.00 day rate and the client's monthly expenses.
- The file has nothing after the May 14, 2026 visit (the June 25, 2026 follow-up and any lumbar surgery consult). The statement that the surgeon has not released the client comes from the firm notes and the May 14 chart. Confirm the current status.
- [VERIFY: whether federal maritime law or Louisiana law applies] and [VERIFY: filing deadline and any notice period in the ticket or employment terms]. No time limit is stated in the letter.
- [VERIFY] on remedies for failure to pay maintenance and cure. No authority is cited in the draft.
- Confirm that Andrea Melancon (signed the April 28, 2026 letter as Claims Manager) is the right addressee. Add the addresses and claim numbers for Bayou Crescent and Gulfmark Mutual Protection and Indemnity.

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

[ADD: date]

VIA [ADD: delivery method]

Andrea Melancon, Claims Manager
Bayou Crescent Towing LLC
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand for Maintenance, Cure and Damages. Jerome T. Batiste, Deckhand, M/V Delta Harrier. Claim No. [ADD: claim number]. Date of Injury: January 15, 2026

Dear Ms. Melancon:

Introduction

This firm represents Jerome T. Batiste for injuries he suffered aboard the M/V Delta Harrier on January 15, 2026 [vessel_accident_report.pdf p.1]. The vessel is owned and operated by Bayou Crescent Towing LLC [vessel_accident_report.pdf p.1]. Please direct all further communication about Mr. Batiste's claim to this office. A copy of this letter is being sent to Gulfmark Mutual Protection and Indemnity, which we understand to be Bayou Crescent's P&I insurer [firm notes].

Status on the Vessel

Mr. Batiste is employed by Bayou Crescent Towing LLC as a deckhand. He has been assigned to the M/V Delta Harrier, an inland towboat, since August 2024 on a rotating schedule of three weeks on and three weeks off [vessel_accident_report.pdf p.1; wage_and_maintenance_records.pdf p.1]. His duties include making up and breaking tow, line handling and deck maintenance [vessel_accident_report.pdf p.1]. He was paid a day rate of $310.00 per day worked while aboard [wage_and_maintenance_records.pdf p.1]. His last hitch before the injury began January 1, 2026 [wage_and_maintenance_records.pdf p.1].

The Incident

At 3:40 AM on January 15, 2026, the M/V Delta Harrier was in the Lower Pellerin Channel near mile marker 31, Louisiana. Mr. Batiste was making up a 6-barge tow and tightening a ratchet strap on a coupling between barges 3 and 4. The strap parted, and the ratchet handle struck him in the right knee. He fell backward onto the barge deck and struck his lower back on a timberhead. The deck was wet from rain [vessel_accident_report.pdf p.1].

Your own report records the following conditions:

- The crew was short one deckhand on the trip because the relief deckhand did not report [vessel_accident_report.pdf p.1].
- The master, Captain Harold Fontenot, commented that the strap that parted was visibly frayed [vessel_accident_report.pdf p.1].
- The deck locker inventory shows that replacement straps were requested on December 30, 2025 and had not been delivered [vessel_accident_report.pdf p.1].

- Night lighting at the head of the tow had one flood light out, which was reported in the log on January 11, 2026 [vessel_accident_report.pdf p.1].

The deck log shows that at 0340 Mr. Batiste was injured when the strap parted. At 0355 he was brought to the galley, ice was applied, and he could not bear weight on his right leg. At 0610 the vessel went to the fleeting area, and he was taken ashore by company truck to Port Vernier Regional Hospital [vessel_accident_report.pdf p.1]. The report is signed by Captain Fontenot and Mate Cody LeBlanc [vessel_accident_report.pdf p.1].

Liability

Mr. Batiste was a member of the crew of a vessel owned and operated by his employer. On the facts recorded in Bayou Crescent's own report, we contend that Bayou Crescent is liable on two grounds.

First, Bayou Crescent was negligent under the Jones Act. The company knew a replacement strap had been requested and not delivered, and the strap that failed was visibly frayed. A flood light at the head of the tow had been reported out four days earlier. The crew was working short-handed on a wet deck during a night tow make-up.

Second, the vessel was unseaworthy under general federal maritime law. The equipment furnished to the crew, including the strap and the deck lighting, was not reasonably fit for its intended use, and the vessel was not adequately crewed for the task.

[VERIFY: whether federal maritime law or Louisiana law applies]

Injuries and Treatment

Port Vernier Regional Hospital, January 15, 2026. Mr. Batiste presented with right knee swelling, inability to bear weight, and low back pain rated 8/10. X-rays showed no fracture. He was given a knee immobilizer and crutches and was found unfit for duty by Dr. Louis Arceneaux, MD [medical_records.pdf p.1].

Pelican Coast Spine and Sports Orthopedics.

- January 22, 2026: An MRI of the right knee showed a complex medial meniscus tear and a partial MCL tear. An MRI of the lumbar spine showed an L5-S1 disc herniation contacting the right S1 nerve root [medical_records.pdf p.1].
- February 18, 2026: Dr. Simone Breaux, MD, performed a right knee arthroscopy with partial medial meniscectomy [medical_records.pdf p.1].
- March 2026 to May 2026: Mr. Batiste attended physical therapy twice weekly. He received lumbar epidural steroid injections on March 19 and April 23, 2026 [medical_records.pdf p.1].
- May 14, 2026: His knee was improving. Back pain persisted with right leg numbness. The record states he is **not at maximum medical improvement**. A lumbar surgery consult was recommended, and he remains not fit for duty. A follow-up was planned for June 25, 2026 [medical_records.pdf p.1].

Maximum medical improvement has not been documented. Our client's surgeon has not released him [firm notes; medical_records.pdf p.1].

Maintenance and Cure

An employer owes a seaman maintenance (living expenses) and cure (medical care) until he reaches maximum medical improvement. Bayou Crescent paid maintenance at $35.00 per day from January 16, 2026 through April 30, 2026, for a total of $3,675.00. Those payments stopped May 1, 2026 [wage_and_maintenance_records.pdf p.1]. The company paid $26,530.00 as cure through April 30, 2026, which leaves an unpaid medical balance of $8,205.00 [medical_records.pdf p.1].

By letter dated April 28, 2026, you advised Mr. Batiste that "maintenance and cure benefits will end April 30, 2026" and asked for updated medical information [wage_and_maintenance_records.pdf p.1]. The medical record does not support ending benefits on that date. As of May 14, 2026, Mr. Batiste was not at maximum medical improvement, was not fit for duty, and had a lumbar surgery consult recommended [medical_records.pdf p.1].

Mr. Batiste's documented monthly living expenses are as follows [wage_and_maintenance_records.pdf p.1, client worksheet signed May 20, 2026]:

- Rent: $1,050
- Utilities: $240
- Groceries: $520
- Truck insurance: $165

The maintenance rate our client claims is [ADD: maintenance rate claimed] per day.

Damages

Medical charges

Provider	Dates of service	Amount billed	Source
Port Vernier Regional Hospital	January 15, 2026	$3,215.00	[medical_records.pdf p.1]
Pelican Coast Spine and Sports Orthopedics, office visits and MRIs	[ADD: dates of service]	$6,480.00	[medical_records.pdf p.1]
Knee arthroscopy, surgeon and facility	February 18, 2026	$14,900.00	[medical_records.pdf p.1]
Epidural injections	March 19 and April 23, 2026	$5,260.00	[medical_records.pdf p.1]
Bayou Physical Therapy	March 2, 2026 to May 29, 2026	$4,880.00	[medical_records.pdf p.1] [VERIFY: citation not confirmed]
Total (as read from the bills)		**$34,735.00**	[medical_records.pdf p.1]

Cure, maintenance and wages

Item	Date	Amount	Source
Cure paid by employer	Through April 30, 2026	$26,530.00	[medical_records.pdf p.1]
Unpaid medical balance	As of [ADD: date of balance]	$8,205.00	[medical_records.pdf p.1]
Maintenance paid at $35.00 per day	January 16 to April 30, 2026	$3,675.00	[wage_and_maintenance_records.pdf p.1]
Unpaid maintenance	From May 1, 2026	[ADD: unpaid maintenance amount]	[wage_and_maintenance_records.pdf p.1]
Lost earnings	From January 22, 2026	[ADD: lost earnings amount]	[wage_and_maintenance_records.pdf p.1] [VERIFY: citation not confirmed]

Mr. Batiste's 2025 earnings were $57,970.00 [wage_and_maintenance_records.pdf p.1]. Bayou Crescent paid wages for the remainder of the January 2026 hitch only, through January 21, 2026, and no wages have been paid since [wage_and_maintenance_records.pdf p.1]. Our claim also includes pain and suffering, future medical expense, and loss of future earning capacity, in amounts to be determined once Mr. Batiste's treatment concludes.

Demand

We demand payment of [ADD: demand amount] in settlement of Mr. Batiste's claims, to be received by [ADD: response deadline].

We also demand the following without delay, whether or not the claim is otherwise resolved:

- Reinstatement of maintenance from May 1, 2026 at [ADD: maintenance rate claimed] per day, with payment of all maintenance accrued since that date.
- Payment of the unpaid medical balance of $8,205.00, and of any further charges for treatment Mr. Batiste receives.
- Continued maintenance and cure until Mr. Batiste reaches maximum medical improvement.

Please preserve all evidence relating to this incident, including the failed strap, the deck log, the deck locker inventory and strap requests, lighting reports, crew assignment and relief records, and all communications about Mr. Batiste's injury and benefits.

Mr. Batiste reserves all rights and remedies against Bayou Crescent Towing LLC and any other responsible party, including remedies arising from the termination of maintenance and cure [VERIFY: remedies for failure to pay maintenance and cure]. Nothing in this letter waives any claim or right. [VERIFY: filing deadline and any notice period in the ticket or employment terms]

Enclosures: [ADD: enclosures]

Sincerely,

Celeste A. Marchand
Thibodeaux Marchand LLC

cc: Gulfmark Mutual Protection and Indemnity, [ADD: P&I claim contact and address], Claim No. [ADD: P&I claim number]