

No. 21-984

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In the  
**Supreme Court of the United States**

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HELIX ENERGY SOLUTIONS GROUP, INC.;  
HELIX WELL OPS, INC.,

*Petitioners,*

v.

MICHAEL J. HEWITT,

*Respondent.*

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**On Writ of Certiorari to the  
United States Court of Appeals  
for the Fifth Circuit**

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**JOINT APPENDIX**

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July 8, 2022

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Petition for Writ of Certiorari Filed Jan. 7, 2022  
Petition for Writ of Certiorari Granted May 2, 2022

**TABLE OF CONTENTS**

Relevant Docket Entries, United States Court of Appeals for the Fifth Circuit, *Hewitt v. Helix Energy Group, Inc.*, No. 19-20023..... JA-1

Relevant Docket Entries, United States District Court for the Southern District of Texas, *Hewitt v. Helix Energy Group, Inc.*, No. 4:17-CV-02545..... JA-19

Plaintiff’s First Amended Complaint, United States District Court for the Southern District of Texas, *Hewitt v. Helix Energy Grp., Inc.*, No. 4:17-CV-02545 (Nov. 2, 2017)..... JA-24

Defendants’ Answer to First Amended Complaint, United States District Court for the Southern District of Texas, *Hewitt v. Helix Energy Grp., Inc.*, No. 4:17-CV-02545 (Dec. 13, 2017) ..... JA-32

Excerpts of M. Hewitt Deposition Transcript (June 12, 2018) ..... JA-44

Excerpts of B. Butler Deposition Transcript (June 22, 2018) ..... JA-68

Excerpts of K. McNeal Deposition Transcript (June 26, 2018) ..... JA-95

Letter From Helix Well Ops to M. Hewitt re Employment Offer (Oct. 31, 2014) ..... JA-99

Helix Energy Solutions Group New Hire Action Notice ..... JA-103

Helix Energy Solutions Verification of Employment for M. Hewitt (Dec. 6, 2016) ..... JA-104

Exhibit 10 to M. Hewitt Deposition, Excerpt of  
Helix ESG Employee Handbook for U.S.  
Employees..... JA-105

Exhibit 3 to B. Butler Deposition, Helix Energy  
Solutions Job Description ..... JA-107

M. Hewitt Paystubs ..... JA-112

M. Hewitt Pay Slip for Nov. 23, 2016 ..... JA-113

M. Hewitt W-2 Wage and Tax Statement for Years  
2015, 2016, 2017..... JA-114

The following opinions, decisions, judgments, and orders have been omitted in printing this joint appendix because they appear on the following page in the appendix to the Petition for Certiorari:

Appendix A

Opinion, United States Court of Appeals  
for the Fifth Circuit, *Hewitt v. Helix  
Energy Sols. Grp.*, No. 19-20023 (Sept. 9,  
2021).....Pet.App.1

Appendix B

Opinion, United States District Court for  
the Southern District of Texas, *Hewitt v.  
Helix Energy Sols. Grp.*, No. 17-cv-2545  
(Dec. 21, 2018) .....Pet.App.77

Appendix C

Relevant Statutory Provision and Federal  
Regulations .....Pet.App.88

29 U.S.C. § 213(a)(1)... .....Pet.App.88

29 C.F.R. §541.601 [Version effective  
until Jan. 1, 2020] .....Pet.App.89

29 C.F.R. §541.602 [Version effective  
until Jan. 1, 2020] .....Pet.App.91  
29 C.F.R. §541.604 [Version effective  
until Jan. 1, 2020] .....Pet.App.95

JA 1

**UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

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No. 19-20023

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MICHAEL J. HEWITT,

*Plaintiff-Appellant,*

v.

HELIX ENERGY SOLUTIONS GROUP, INC.;

HELIX WELL OPS., INC.,

*Defendants-Appellees,*

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**RELEVANT DOCKET ENTRIES**

Date Filed	#	Docket Text
01/10/2019		PRIVATE CIVIL FEDERAL CASE docketed. NOA filed by Appellant Mr. Michael J. Hewitt [19-20023] (AS) [Entered: 01/10/2019 02:45 PM]
* * *		
04/24/2019		SUFFICIENT APPELLANT'S BRIEF FILED # of Copies Provided: 0 Sufficient Brief deadline satisfied. Paper Copies of Brief due on 05/06/2019 for Appellant Michael J. Hewitt. [19-20023] REVIEWED AND/OR EDITED - The original text prior to

Date Filed	#	Docket Text
		<p>review appeared as follows:  <b>APPELLANT'S BRIEF FILED</b>            Brief NOT Sufficient as it requires statement of the issues to be double spaced for appellant's brief. Instructions to Attorney: PLEASE READ THE ATTACHED NOTICE FOR INSTRUCTIONS ON HOW TO REMEDY THE DEFAULT. # of Copies Provided: 0 A/Pet's Brief deadline satisfied. Sufficient Brief due on 05/10/2019 for Appellant Michael J. Hewitt.. Appellee's Brief due on 05/24/2019 for Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows:  <b>APPELLANT'S BRIEF FILED</b> by Mr. Michael J. Hewitt. Date of service: 04/24/2019 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-20023]--[Edited 05/01/2019 by</p>

Date Filed	#	Docket Text
		CAS] (Edwin Sullivan ) [Entered: 04/24/2019 05:14 PM]
04/24/2019		RECORD EXCERPTS FILED. # of Copies Provided: 0 Paper Copies of Record Excerpts due on 05/01/2019 for Appellant Michael J. Hewitt. [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RECORD EXCERPTS FILED by Appellant Mr. Michael J. Hewitt. Date of service: 04/24/2019 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-20023] (Edwin Sullivan) [Entered: 04/24/2019 05:15 PM]
* * *		
06/10/2019		APPELLEE'S BRIEF FILED # of Copies Provided: 0 E/Res's Brief deadline satisfied. Reply Brief due on 07/01/2019 for Appellant Michael J. Hewitt. Paper Copies of Brief due on 06/17/2019 for Appellees Helix Energy Solutions Group, Incorporated and Helix Well

Date Filed	#	Docket Text
		<p>Ops, Incorporated. [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLEE'S BRIEF FILED by Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated. Date of service: 06/10/2019 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-20023] (Michael Carter Crow) [Entered: 06/10/2019 06:19 PM]</p>
* * *		
06/24/2019		<p>APPELLANT'S REPLY BRIEF FILED. # of Copies Provided: 0. Reply Brief deadline satisfied. Paper Copies of Brief due on 07/01/2019 for Appellant Michael J. Hewitt. [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLANT'S REPLY BRIEF FILED by Mr. Michael J. Hewitt. Date of service: 06/24/2019 via email - Attorney for Appellees: Cheeseman,</p>



Date Filed	#	Docket Text
		Crow, Mackillop; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-20023] (Edwin Sullivan) [Entered: 06/24/2019 04:45 PM]
* * *		
09/24/2019		SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Appellant Mr. Michael J. Hewitt Date of Service: 09/24/2019 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-20023] (Edwin Sullivan) [Entered: 09/24/2019 03:14 PM]
* * *		
2/27/2020		SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Appellant Mr. Michael J. Hewitt Date of Service: 02/27/2020 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-

Date Filed	#	Docket Text
		20023] (Edwin Sullivan) [Entered: 02/27/202001:35 PM]
* * *		
03/23/2020		SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated Date of Service: 03/23/2020 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Appellant: Sullivan [19-20023] (Michael Carter Crow) [Entered: 03/23/2020 12:28 PM]
04/20/2020		PUBLISHED OPINION FILED. [19-20023 Reversed] Judge: JLW, Judge: SAH, Judge: JCH. Mandate issue date is 05/12/2020 [19-20023] (PAC) [Entered: 04/20/2020 11:13 AM]
* * *		
05/18/2020		PETITION for rehearing en banc [9315008-2] Number of Copies: 0. Mandate issue date canceled.. Date of Service: 05/18/2020 [19-20023] REVIEWED AND/OR EDITED - The original text prior to

Date Filed	#	Docket Text
		review appeared as follows: PETITION filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated for rehearing en banc [9315008-2]. Date of Service: 05/18/2020 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Appellant: Sullivan; US mail – Attorney for Appellee: Silva Blanco [19-20023] (Michael Carter Crow) [Entered: 05/18/2020 09:43 AM]
* * *		
05/28/2020		AMICUS CURIAE BRIEF FILED by Texas Oil & Gas Association, Incorporated. Consent is Not Necessary as a Motion has been Granted. # of Copies Provided: 0 [19-20023] (SDH) [Entered: 05/28/2020 11:04 AM]
* * *		
05/28/2020		AMICUS CURIAE BRIEF FILED by Independent Petroleum Association of America and Offshore Operators Committee. Consent is Not Necessary as a Motion

Date Filed	#	Docket Text
		has been Granted. # of Copies Provided: 0 [19-20023] (SDH) [Entered: 05/28/2020 11:06 AM]
* * *		
06/25/2020		<p>RESPONSE/OPPOSITION [9342560-1] to the Court Order Court directive requesting a response [9333704-2] Response/Opposition deadline satisfied. Date of Service: 06/25/2020. [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RESPONSE/OPPOSITION filed by Mr. Michael J. Hewitt [9342560-1] to the Court Order [9333704-2] Date of Service: 06/25/2020 via email- Attorney for Appellees: Cheeseman, Crow, Mackillop; Attorney for Amici Curiae: Jordan, Lombardi; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco. [19-20023] (Edwin Sullivan) [Entered: 06/25/2020 03:43 PM]</p>
* * *		
07/10/2020		REPLY filed by Appellees Helix Energy Solutions Group,

Date Filed	#	Docket Text
		Incorporated and Helix Well Ops, Incorporated [9353026-1] to the Response/Opposition filed by Appellant Mr. Michael J. Hewitt in 19-20023 [9342560-2]. Date of Service: 07/06/2020. [19-20023] (SDH) [Entered: 07/10/2020 03:02 PM]
* * *		
09/01/2020		SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Appellant Mr. Michael J. Hewitt Date of Service:09/01/2020 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop; Attorney for Amici Curiae: Jordan, Lombardi; Attorney for Appellant: Sullivan; US mail - Attorney for Appellee: Silva Blanco [19-20023] (Edwin Sullivan) [Entered: 09/01/2020 02:39 PM]
09/04/2020		RESPONSE filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated to the 28j Letter filed by Appellant Mr. Michael J. Hewitt [9390663-2] Date of Service:09/04/2020 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop,

Date Filed	#	Docket Text
		Silva Blanco; Attorney for Amici Curiae: Jordan, Lombardi; Attorney for Appellant: Sullivan [19-20023] (Michael Carter Crow) [Entered: 09/04/2020 09:19 AM]
09/09/2020		ORAL ARGUMENT HEARD before Judges Wiener, Higginson, Ho. Arguing Person Information Updated for: Michael Carter Crow arguing for Appellee Incorporated Helix Energy Solutions Group AND Appellee Incorporated Helix Well Ops; Arguing Person Information Updated for: Edwin Sullivan arguing for Appellant Michael J. Hewitt [19-20023] (KMP) [Entered: 09/09/2020 11:15 AM]
12/21/2020		OPINION WITHDRAWN. [9296587-2], [9296605-2] [19-20023] (CCR) [Entered: 12/21/2020 04:18 PM]
12/21/2020		PUBLISHED OPINION FILED. [19-20023 Reversed] Judge: SAH, Judge: JLW, Judge: JCH. [19-20023](CCR) [Entered: 12/21/2020 04:26 PM]
* * *		

Date Filed	#	Docket Text
01/18/2021		PETITION for rehearing en banc [9484188-2] Number of Copies: 0.. [19-20023]
* * *		
01/26/2021		AMICUS CURIAE BRIEF FILED in support of rehearing en banc by Independent Petroleum Association of America. Consent is Not Necessary as a Motion has been Granted. # of Copies Provided: 0 [19-20023] (SDH) [Entered: 01/26/2021 04:28 PM]
02/05/2021		RESPONSE/OPPOSITION [9498831-1] to the Court Order Court directive requesting a response [9490113-2] Response/Opposition deadline satisfied. Date of Service: 02/05/2021. [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RESPONSE/OPPOSITION filed by Mr. Michael J. Hewitt [9498831-1] to the Petition filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated [9484188-2] Date of Service: 02/05/2021 via email - Attorney for Appellees:

Date Filed	#	Docket Text
		Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Amici Curiae: Jordan, Lombardi; Attorney for Appellant: Sullivan. [19-20023] (Edwin Sullivan) [Entered: 02/05/2021 06:50 PM]
* * *		
02/15/2021		REPLY filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated [9504112-1] in support of the Petition for rehearing en banc filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated in 19-20023 [9484188-2]. Date of Service: 02/12/2021. [19-20023] (RLL) [Entered: 02/15/2021 08:58 AM]
03/09/2021		COURT ORDER granting petition for rehearing en banc filed on 01/18/21 by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated [9484188-2]; petition for rehearing en banc filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated on 05/18/20 is



Date Filed	#	Docket Text
		<p>denied as moot. [9315008-2] A/Pet Supplemental Brief due on 04/08/2021 for Appellant Michael J. Hewitt.. E/Res Supplemental Brief due on 05/10/2021 for Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated. Miscellaneous deadline set for 03/17/2021 for Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated and Appellant Michael J. Hewitt to send in 22 copies of their opening briefs and record excerpts; reopening case[9520625-2] [19-20023] (GAM) [Entered: 03/09/2021 12:48 PM]</p>
<p>* * *</p>		
04/08/2021		<p>APPELLANT'S SUPPLEMENTAL BRIEF FILED. # of Copies Provided: 0 A/Pet's Supplemental Brief deadline satisfied [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLANT'S SUPPLEMENTAL BRIEF</p>

Date Filed	#	Docket Text
		<p>FILED by Mr. Michael J. Hewitt. Date of service: 04/08/2021 via email – Attorney for Appellees: Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Amici Curiae: Jordan, Lombardi; Attorney for Appellant: Sullivan [19-20023] (Edwin Sullivan) [Entered: 04/08/2021 06:14 PM]</p>
<p>* * *</p>		
<p>05/10/2021</p>		<p>APPELLEE’S SUPPLEMENTAL BRIEF FILED # of Copies Provided: 0 E/Res’s Supplemental Brief deadline satisfied. Paper Copies of Brief due on 05/14/2021 for Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated. [19-20023] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows:  APPELLEE’S SUPPLEMENTAL BRIEF FILED by Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated Date of service: 05/10/2021 via email -Attorney for Appellees: Cheeseman,</p>

Date Filed	#	Docket Text
		Crow, Mackillop, Silva Blanco; Attorney for Amici Curiae: Jordan, Lombardi, Matheny; Attorney for Appellant: Sullivan [19-20023] (Michael Carter Crow) [Entered: 05/10/2021 07:55 PM]
* * *		
05/11/2021		<p>AMICUS CURIAE BRIEF FILED by State of Alabama, State of Louisiana, State of Mississippi, State of Montana and State of Utah. Consent is Not Necessary as a Motion has been Granted. # of Copies Provided: 0</p> <p>Paper Copies of Brief due on 05/17/2021 for Amici Curiae State of Alabama, State of Louisiana, State of Mississippi, State of Montana and State of Utah. [19-20023] (SDH) [Entered: 05/11/2021 04:35 PM]</p>
* * *		
05/12/2021		AMICUS CURIAE BRIEF FILED by Independent Petroleum Association of America in support of Appellees' supplemental En Banc brief. Consent is Not Necessary as a

Date Filed	#	Docket Text
		<p>Motion has been Granted. # of Copies Provided: 0</p> <p>Paper Copies of Brief due on 05/17/2021 for Amicus Curiae Independent Petroleum Association of America. [19-20023] (SDH) [Entered: 05/12/2021 07:56 AM]</p>
* * *		
05/18/2021		<p>AMICUS CURIAE BRIEF FILED by Texas Oil &amp; Gas Association, Incorporated. Consent is Not Necessary as a Motion has been Granted. # of Copies Provided: 0</p> <p>Paper Copies of Brief due on 05/19/2021 for Amicus Curiae Texas Oil &amp; Gas Association, Incorporated. [19-20023] (SDH) [Entered: 05/18/2021 11:59 AM]</p>
* * *		
05/20/2021		<p>SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Appellant Mr. Michael J. Hewitt Date of Service: 05/20/2021 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Amici Curiae: Jordan, Lombardi, Matheny; Attorney for</p>

Date Filed	#	Docket Text
		Appellant: Sullivan [19-20023] (Edwin Sullivan) [Entered: 05/20/2021 03:53 PM]
05/22/2021		RESPONSE filed by Appellees Helix Energy Solutions Group, Incorporated and Helix Well Ops, Incorporated to the 28j Letter filed by Appellant Mr. Michael J. Hewitt [9579315-2] Date of Service: 05/22/2021 via email - Attorney for Appellees: Cheeseman, Crow, Mackillop, Silva Blanco; Attorney for Amici Curiae: Jordan, Lombardi, Matheny; Attorney for Appellant: Sullivan [19-20023] (Michael Carter Crow) [Entered: 05/22/2021 11:16 AM]
05/25/2021		EN BANC ORAL ARGUMENT HEARD Owen, Jones, Smith, Wiener, Stewart, Dennis, Elrod, Southwick, Haynes, Graves, Higginson, Costa, Willett, Ho, Duncan, Engelhardt, Oldham, Wilson En Banc;. Arguing Person Information Updated for: Michael Carter Crow arguing for Appellee Incorporated Helix Energy Solutions Group; Arguing Person Information Updated for: Edwin Sullivan arguing for

Date Filed	#	Docket Text
		Appellant Michael J. Hewitt [19-20023] (SME) [Entered: 05/25/2021 12:06 PM]
09/09/2021		EN BANC PUBLISHED OPINION FILED. [19-20023 Reversed and Remanded] Mandate issue date is 10/01/2021 [19-20023] (This opinion includes URL material that is archived by the Fifth Circuit Court of Appeals Library, and made available at <a href="http://www.lb5.uscourts.gov/ArchivedURLS/">http://www.lb5.uscourts.gov/ArchivedURLS/</a> ) (NFD) [Entered: 09/09/2021 05:24 PM]
09/09/2021		EN BANC JUDGMENT ENTERED AND FILED. Costs Taxed Against: Each Party Bear Its Own Costs on Appeal. [19-20023] (NFD) [Entered: 09/10/2021 08:08 AM]
10/01/2021		MANDATE ISSUED. Mandate issue date satisfied. [19-20023] (SDH) [Entered: 10/01/2021 10:45 AM]
* * *		

JA 19

**UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF TEXAS**

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No. 4:17-CV-02545

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MICHAEL J. HEWITT,  
*Plaintiff,*

v.

HELIX ENERGY SOLUTIONS GROUP, INC.;  
HELIX WELL OPS., INC.,  
*Defendants.*

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**RELEVANT DOCKET ENTRIES**

Date Filed	#	Docket Text
08/18/2017	1	COMPLAINT against Helix Energy Solutions Group, Inc (Filing fee \$ 400 receipt number 0541-18813850) filed by Michael J Hewitt. (Attachments: # 1 Exhibit 1) (Sullivan, Edwin) (Entered: 08/18/2017)
* * *		
09/29/2017	6	ANSWER to 1 Complaint by Helix Energy Solutions Group, Inc, filed. (Cheeseman, Kimberly) (Entered: 09/29/2017)
* * *		
11/02/2017	13	First AMENDED COMPLAINT with Jury Demand against All

JA 20

Date Filed	#	Docket Text
		Defendants filed by Michael J Hewitt. (Sullivan, Edwin) (Entered: 11/02/2017)
* * *		
12/13/2017	20	ANSWER to 13 Amended Complaint/Counterclaim/Crossclaim etc. by Helix Energy Solutions Group, Inc, Helix Well Ops, Inc., filed. (Crow, Michael) (Entered: 12/13/2017)
* * *		
07/31/2018	28	MOTION for Partial Summary Judgment by Michael J Hewitt, filed. Motion Docket Date 8/21/2018. (Attachments: # 1 Exhibit A, # 2 Exhibit A-3, # 3 Exhibit A-4, # 4 Exhibit A-7, # 5 Exhibit A-11, # 6 Exhibit B, # 7 Exhibit B-2, # 8 Exhibit B-6, # 9 Exhibit C, # 10 Proposed Order) (Sullivan, Edwin) (Entered: 07/31/2018)
07/31/2018	29	MOTION for Summary Judgment by Helix Energy Solutions Group, Inc, Helix Well Ops, Inc., filed. Motion Docket Date 8/21/2018. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit C-1, # 5 Exhibit C-2, # 6 Exhibit C-3, # 7 Exhibit C-4, # 8 Exhibit C-5, # 9



Date Filed	#	Docket Text
		Exhibit C-6, # 10 Exhibit C-7, # 11 Exhibit C-8, # 12 Exhibit D, # 13 Exhibit E, # 14 Exhibit F, # 15 Exhibit G, # 16 Proposed Order) (Crow, Michael) (Entered: 07/31/2018)
08/08/2018	30	RESPONSE to 29 MOTION for Summary Judgment filed by Michael J Hewitt. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F, # 7 Proposed Order) (Sullivan, Edwin) (Entered: 08/08/2018)
08/21/2018	31	RESPONSE in Opposition to 28 MOTION for Partial Summary Judgment, filed by Helix Energy Solutions Group, Inc, Helix Well Ops, Inc.. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit C-4, # 5 Exhibit C-6, # 6 Exhibit C-7, # 7 Exhibit D, # 8 Exhibit E, # 9 Exhibit F, # 10 Exhibit G, # 11 Proposed Order) (Crow, Michael) (Entered: 08/21/2018)
08/21/2018	32	REPLY in Support of 29 MOTION for Summary Judgment, filed by Helix Energy Solutions Group, Inc, Helix Well

JA 22

Date Filed	#	Docket Text
		Ops, Inc.. (Crow, Michael) (Entered: 08/21/2018)
08/29/2018	33	REPLY to Response to 28 MOTION for Partial Summary Judgment, filed by Michael J Hewitt. (Sullivan, Edwin) (Entered: 08/29/2018)
* * *		
11/29/2018	38	PLAINTIFF'S SUPPLEMENT to 28 MOTION for Partial Summary Judgment by Michael J Hewitt, filed. (chorace) (Entered: 11/29/2018)
* * *		
12/05/2018	42	RESPONSE to 38 Supplement, filed by Helix Energy Solutions Group, Inc, Helix Well Ops, Inc.. (Crow, Michael) (Entered: 12/05/2018)
12/21/2018	43	MEMORANDUM OPINION AND ORDER denying 28 Plaintiff's MOTION for Partial Summary Judgment and granting 29 Defendants' MOTION for Summary Judgment. (Signed by Judge Kenneth M Hoyt) Parties notified. (chorace) (Entered: 12/21/2018)

JA 23

Date Filed	#	Docket Text
12/21/2018	44	FINAL JUDGMENT. Case terminated on Deember 21, 2018.(Signed by Judge Kenneth M Hoyt) Parties notified. (chorace) (Entered: 12/21/2018)
01/08/2019	45	NOTICE OF APPEAL to US Court of Appeals for the Fifth Circuit by Michael J Hewitt (Filing fee \$ 505, receipt number 0541-21605523), filed. (Sullivan, Edwin) (Entered: 01/08/2019)
* * *		
1/25/2019	48	APPEAL TRANSCRIPT re Telephone Conference held on 11/29/2018 before Judge Kenneth M Hoyt. Court Reporter/Transcriber K. Metzger. Ordering Party: Edwin Sullivan. This transcript relates to the following: 47 Appeal Transcript Request. Release of Transcript Restriction set for 4/24/2019, filed. (kmetzger) (Entered: 01/24/2019)
* * *		

**Plaintiff's First Amended Complaint, United States District Court for the Southern District of Texas, *Hewitt v. Helix Energy Solutions*, No. 4:17-cv-2545 (Nov. 2, 2017)**

Plaintiff Michael J. Hewitt ("Plaintiff" or "Mr. Hewitt"), on behalf of himself and others similarly situated, files this Complaint against Helix Energy Solutions Group, Inc. and Helix Well Ops, Inc. (collectively "Defendants" or "Helix"), showing as follows:

**SUMMARY**

1. Mr. Hewitt worked as a Tool Pusher for Helix. Helix paid him and similarly situated Tool Pushers a day rate for their work, and did not pay them overtime, even though Mr. Hewitt and similarly situated Tool Pushers routinely worked 84 hours per week and sometimes more when working on a rig. Thus, Mr. Hewitt is suing for damages under the FLSA on his behalf, and seeks to represent a class of similarly situated individuals.

**THE PARTIES AND JURISDICTION**

2. The Plaintiff, Mr. Hewitt, is a natural person residing in Oak Ridge, Tennessee. He has standing to file this lawsuit. A copy of his consent to join this lawsuit is attached hereto as Exhibit 1.

3. Defendant Helix Energy Solutions Group, Inc. is a Minnesota corporation operating in Texas with its Corporate Headquarters at 3505 W Sam Houston Pkwy N, Suite 400, Houston, Texas 77043. It has already answered and appeared in this action and may be served through the CM/ECF system.

4. Defendant Helix Well Ops Inc. is a Minnesota corporation operating in Texas with its Corporate Headquarters at 3505 W Sam Houston Pkwy N, Suite 400, Houston, Texas 77043. It may be served through its counsel or through its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

5. The “Members of the Class” are all current and former Tool Pushers employed by Helix, who were paid a “day rate” with no overtime, and thus did not receive overtime pay at the rate of one and one-half their regular rate when they worked more than forty hours in a workweek. Like the named Plaintiff, these persons were and are engaged in interstate commerce in performing their duties for Helix. All of the “Members of the Class” are similarly situated to Plaintiff and to one another, within the meaning of section 216(b) of the FLSA.

6. The Court has personal jurisdiction over Defendants based on both general and specific jurisdiction. For years, Defendants have done business in the state of Texas, and continue to do business in the state of Texas.

7. The Court has subject matter jurisdiction over this case based on federal question jurisdiction. There is federal question jurisdiction because Plaintiff brings a claim under the federal FLSA, 29 U.S.C. § 201, *et. seq.*

**FACTUAL BACKGROUND**

**A. Helix Paid Plaintiff And Similarly Situated Employees On A Day Rate Plan With No Overtime**

8. From December 29, 2014, through August 1, 2017, Helix employed Plaintiff as a Tool Pusher. In that role, his primary duty was to supervise and coordinate the activities of workers engaged in drilling on an oil rig.

9. In this position, Mr. Hewitt, and those similarly situated Tool Pushers, were paid a “day rate” with no overtime even though, when on the rig, they routinely worked 84 hours per week (or 12 hours per day). On several occasions in the past three years he worked more than 84 hours a week while on the rig. Helix’s own pay records indicate that it paid Mr. Hewitt “Daily.” Helix’s pay records during the statute of limitations period further demonstrate that it paid Mr. Hewitt and the Members of the Class a “day” rate, premised on a 12-hour day, regardless of the number of hours they worked.

10. Helix’s payment of a day rate without overtime to Plaintiff and similarly situated individuals violates the FLSA. *See Mumby v. Pure Energy Servs. (USA), Inc.*, 636 F.3d 1266, 1268 (10th Cir. 2011) (observing that “day rate” scheme clearly violated the FLSA and entitled the plaintiffs to overtime pay and liquidated damages under the law).

**FLSA CLAIM FOR OVERTIME PAY AGAINST HELIX**

11. Mr. Hewitt incorporates the preceding paragraphs of this Complaint as if set forth verbatim.

12. All conditions precedent, if any, to this suit, have been fulfilled.

13. At all material times, Plaintiff and the Members of the Class were employees under the FLSA. 29 U.S.C. § 203(e).

14. At all material times, Defendants were covered employers under the FLSA. 29 U.S.C. § 203(d).

15. In each of the past three years, Helix has been an enterprise engaged in commerce or in the production of goods for commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that Helix has had employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and Helix has had and continues to have annual gross volume of sales made or business done in excess of \$500,000, exclusive of excise taxes at the retail level which are separately stated.

16. Helix has, at all materials times, been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

17. Plaintiff was never exempt from overtime under the FLSA.

18. The Members of the Class were never exempt from overtime under the FLSA.

19. At all material times, as set forth herein, Plaintiff and the Members of the Class routinely worked in excess of 40 hours per seven-day workweek, and the Defendants knew that.

20. At all material times, as set forth herein, Plaintiff and the Members of the Class were entitled to overtime compensation for hours worked over 40 in a seven-day workweek. 29 U.S.C. § 207(a)(1).

21. Under the FLSA, employers such as Helix are generally required to pay non-exempt employees like Plaintiff and the Members of the Class time and one-half their regular rate for all hours worked over 40 in a workweek. *See* 29 U.S.C. § 207(a)(1). As the Fifth Circuit has stated: “The Fair Labor Standards Act generally requires that employees be paid an overtime premium of “time-and-one-half” for all hours worked in excess of forty hours in a week.” *Samson v. Apollo Resources, Inc.*, 242 F.3d 629, 633 (5th Cir. 2001) (citing 29 U.S.C. § 207(a)).

22. At all material times, as set forth herein, Helix failed to pay Plaintiff and the Members of the Class overtime compensation of one and one-half their regular rate of pay (or any overtime compensation at all) for hours worked over 40 in a workweek. Thus, it violated the FLSA.

23. **Unpaid Overtime.** Helix owes Plaintiff and Members of the Class unpaid overtime wages.

24. **Liquidated Damages.** Helix also owes Plaintiff and Members of the Class an equal amount in liquidated damages. This is because, under the FLSA, an employer who violates the overtime provisions is liable not only for the unpaid overtime compensation, but also for “an additional equal amount as liquidated damages.” 29 U.S.C. § 216(b). While an employer may try to avoid liquidated damages by showing its FLSA violation was in “good faith,” that is a standard that extremely difficult to



satisfy. As the Fifth Circuit has put it, “[a]n employer ‘faces a ‘substantial burden’ of demonstrating good faith and a reasonable belief that its actions did not violate the FLSA.’” *Singer v. City of Waco*, 324 F.3d 813, 823 (5th Cir. 2003) (quoting *Bernard v. IBP, Inc. of Neb.*, 154 F.3d 259, 267 (5th Cir. 1998)).

25. For example, in *Bolick v. Mgmt. by Skylane, LLC*, the court considered whether the defendant had produced sufficient evidence to support a § 260 good faith defense. Civ. A. No. H-07-2261, 2008 WL 4589961 (S.D. Tex. Oct. 14, 2008) (Smith, J). The defendant produced evidence that an executive was not aware of FLSA requirements, sought legal counsel when it created payroll policies, and “always clearly notified its exempt employees that they were paid a specified weekly wage for all hours worked in each workweek, regardless of the number of hours worked.” *Id.* at \*1. The executive also testified that the defendant “has always endeavored to comply with the terms of all applicable state and federal laws, including the [FLSA].” *Id.* The court still found that the defendant had failed to produce sufficient evidence to withstand summary judgment because there was “no evidence of any specific ongoing efforts by defendant to comply with the FLSA.” *Id.*

26. Helix has no evidence remotely as strong as the employer in *Bolick* that their violations of the FLSA’s basic “time and one-half” overtime rule was in “good faith.” The fact is that the rules Helix violated is so basic that its violations could not have been in “good faith.” *See, e.g., Mumby*, 636 F.3d at 1268 (observing that a “day rate” scheme clearly violated the FLSA and entitled the plaintiffs to overtime pay and

liquidated damages under the law); *Riddle v. Tex- Fin, Inc.*, Civil Action No. H-08-31212011, WL 1103033, at \*4 (S.D. Tex. Mar. 22, 2011) (awarding liquidated damages in FLSA case even where the jury did not find the violation to be willful); *Tran v. Thai*, No. CIV.A. H-08-3650, 2010 WL 5232944, at \*6 (S.D. Tex. Dec. 16, 2010) (granting summary judgment for the plaintiff in an FLSA case on the question of “good faith,” stating “though the defendants conducted internet research once to determine whether a receptionist was covered by the FLSA and were unsure as to whether they had sufficient gross revenue to be an employer under the FLSA, the defendants have identified no evidence of any specific and ongoing efforts to comply with the FLSA. The plaintiffs are entitled to summary judgment on this defense”).

**27. Willful Violation.** Helix’s violation of the FLSA is willful within the meaning of 29 U.S.C. § 255(a). *Singer v. City of Waco*, 324 F.3d 813, 821-22 (5th Cir. 2003) (upholding a jury finding of willfulness).

**28. Reasonable Attorneys’ Fees.** Mr. Hewitt is also entitled to reasonable attorneys’ fees. *See* 29 U.S.C. § 216(b); *Saizan v. Delta Concrete Products Co., Inc.*, 448 F.3d 795, 800 n. 25 (5th Cir. 2006) (affirming attorney’s fees award in FLSA case of over \$100,000.00).

29. Where, as here, “the employers’ actions or policies were effectuated on a companywide basis, notice may be sent to all similarly situated persons on a companywide basis.” *Ryan v. Staff Care, Inc.*, 497 F. Supp. 2d 820, 825 (N.D. Tex. 2007).

30. Accordingly, under 29 U.S.C. § 216(b), Mr. Hewitt seeks to represent a class against Helix on behalf of:

all current and former Tool Pushers who were employed by Helix during the three-year period preceding the filing of this complaint who were paid a “day rate” with no overtime, and thus did not receive overtime pay at the rate of one and one-half their regular rate when they worked more than forty hours in a workweek.

**JURY DEMAND**

31. Plaintiff demands a jury trial.

**PRAYER**

Plaintiff asks that the Court issue a summons for Defendants to appear and answer, and that Plaintiff and the Members of the Class be awarded a judgment against Defendants for:

- a. Actual damages in the amount of unpaid overtime wages;
- b. Liquidated damages under the FLSA;
- c. Prejudgment and post-judgment interest;
- d. Court costs;
- e. Reasonable attorneys’ fees; and
- f. All other relief to which Plaintiff and the Members of the Class are justly entitled.

Respectfully Submitted,

OBERTI SULLIVAN LLP

By: s/Edwin Sullivan

\* \* \*

**Defendants' Answer to First Amended  
Complaint, United States District Court for the  
Southern District of Texas, *Hewitt v. Helix  
Energy Solutions*, No. 4:17-cv-2545  
(Dec. 13, 2017)**

Defendants Helix Energy Solutions Group, Inc. and Helix Well Ops, Inc. (“Defendants” or “Helix”) file this Original Answer and Affirmative Defenses to Plaintiff’s Amended Complaint (“Amended Complaint”).

**AFFIRMATIVE AND OTHER DEFENSES**

Helix pleads the following affirmative and other defenses, subject to further discovery, but does not assume the burden of proof except to the extent required on pure affirmative defenses:

1. Helix Energy Solutions Group, Inc. is not a proper party to this case because it did not employ Plaintiff or any of the class members Plaintiff seeks to represent. As a result, Helix Energy Solutions Group, Inc. is an improper defendant.
2. Plaintiff’s Amended Complaint fails, in whole or in part, to state a cause of action against Helix upon which relief can be granted and should therefore be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(6).
3. Any cause of action or claim for damages stated in Plaintiff’s Amended Complaint arising more than two years before the filing of the Amended Complaint is barred by the statute of limitations set forth at 29 U.S.C. § 255(a).
4. Based upon information and belief, Plaintiff and the individuals he seeks to represent are

exempt from the overtime provisions of 29 U.S.C. § 207 pursuant to the provisions of 29 U.S.C. § 213, including the administrative, executive, professional exemptions, some combination thereof, and/or the highly-compensated employee exemption.

5. Any acts or omissions by Helix with respect to the payment of wages to Plaintiff and the individuals he seeks to represent were undertaken in good faith reliance on the regulations and interpretations of the Wage Hour Administration of the United States Department of Labor and/or legal advice or opinions from outside counsel and were based on long-standing industry standards and practices.

6. To the extent sought, pre-judgment interest is not available in a case brought pursuant to 29 U.S.C. §§ 216 and 260.

7. The allegations in Plaintiff's Amended Complaint are insufficient to establish that Plaintiff and the individuals he seeks to represent are similarly situated for purposes of maintaining a representative action pursuant to the requirements of 29 U.S.C. § 216(b).

8. Based upon information and belief, Plaintiff is not an appropriate class representative.

9. The purported class definition is not sufficiently precise to meet the requirements of a collective action under the FLSA.

10. Based upon information and belief, Plaintiff and the individuals he seeks to represent perform

work outside the United States and, therefore, are outside the scope of the FLSA, 29 U.S.C. § 213(f).

11. Based upon information and belief, Plaintiff and the individuals he seeks to represent have been fully compensated for all hours worked and for all overtime in accordance with the requirements of the FLSA.

12. Plaintiff and the individuals he seeks to represent cannot satisfy their burden of proof with respect to any alleged damages suffered.

13. The allegations in Plaintiff's Amended Complaint are insufficient to establish that Helix engaged in willful conduct as defined by the FLSA and relevant case law. Thus, any relevant period of consideration in this matter is limited to a two-year period prior to the institution of this lawsuit.

14. To the extent sought, Plaintiff and the individuals he seeks to represent are not entitled to a jury determination regarding attorneys' fees or liquidated damages in a case brought pursuant to 29 U.S.C. §§ 216 and 260.

15. Assuming, *arguendo*, Plaintiff or any other alleged class member is entitled to recover damages in this action, Plaintiff or any other such alleged class member cannot recover for noncompensable or *de minimus* matters and those claims would be subject to offsets and deductions, including any and all payments for wages and payments in kind, received by Plaintiff or any such other alleged class member during the time period for which damages are sought, including any time for which Plaintiff or any such other alleged class member was paid but did not work.

16. Subject to further discovery, Plaintiff's and any alleged class members' alleged losses and damages, if any, are the result of, and directly related to, Plaintiff's and any alleged class members' own conduct, actions and/or failure to act; and

17. Plaintiff's and any alleged class members' claims for damages are capped or limited in accordance with applicable law.

18. Helix specifically reserves the right to assert other defenses reasonably in advance of trial.

**ORIGINAL ANSWER**

Subject to the above and foregoing affirmative defenses and reserving the right to assert additional defenses and/or amend its Answer as additional facts are discovered during this lawsuit, Helix pleads as follows to the specific allegations of Plaintiff's Amended Complaint:

**PLAINTIFF'S FIRST AMENDED COMPLAINT**

Helix admits that Plaintiff brings this lawsuit on behalf of himself and others allegedly similarly situated against Helix Energy Solutions Group, Inc. and Helix Well Ops, Inc., but asserts that Helix Energy Solutions Group, Inc. is not a proper defendant. Further, Helix denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**SUMMARY**

1. Helix admits that Plaintiff seeks damages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201-219 ("FLSA") on his behalf, and that

Plaintiff seeks to represent a class of allegedly similarly situated individuals. Helix admits that Plaintiff worked as a Toolpusher for Helix Well Ops Inc., that Plaintiff was paid by Helix Well Ops Inc., and that Plaintiff sometimes worked over 40 hours in a week, but denies the remaining allegations contained in Paragraph 1 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

#### **THE PARTIES AND JURISDICTION**

2. Helix admits that Plaintiff Michael J. Hewitt is a natural person and that a purported copy of his consent to join this lawsuit is attached to Plaintiff's Amended Complaint as Exhibit 1, but lacks sufficient information to admit or deny the remaining allegations in Paragraph 2 of Plaintiff's Amended Complaint, and thus denies the same. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

3. Helix admits the allegations contained in Paragraph 3 of Plaintiff's Amended Complaint.

4. Helix admits the allegations contained in Paragraph 4 of Plaintiff's Amended Complaint.

5. Helix admits that Plaintiff seeks to define "Members of the Class" as stated in Paragraph 5 of Plaintiff's Amended Complaint and admits that Plaintiff was engaged in interstate commerce, but denies that the class definition is appropriate and denies the remaining allegations contained in



Paragraph 5 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

6. Helix admits that the Court has personal jurisdiction and that Helix has done and continues to do business in the state of Texas, but denies the remaining allegations in Paragraph 6 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

7. Helix admits that this Court has subject matter jurisdiction as alleged in Paragraph 7 of Plaintiff's Amended Complaint, but denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

#### **FACTUAL BACKGROUND**

##### **A. Helix Paid Plaintiff and Similarly Situated Employees On A Day Rate Plan With No Overtime.<sup>1</sup>**

8. Helix admits that Helix Well Ops Inc. employed Plaintiff from December 29, 2014, to August 3, 2017,

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<sup>1</sup> Helix restates the subheadings used by Plaintiff in his Amended Complaint solely for the convenience of the Court and not to indicate an admission of any allegations contained in those subheadings. Helix denies the allegations in this subheading. Helix further denies that it engaged in any unlawful conduct,

and that one of his primary duties included supervising and coordinating the activities of other workers on the vessel as alleged in Paragraph 8 of Plaintiff's Amended Complaint, but denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

9. Helix admits that Plaintiff sometimes worked over 40 hours in a week, but denies the remaining allegations contained in Paragraph 9 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

10. Helix denies Plaintiff's allegations in Paragraph 10 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**FLSA CLAIM FOR OVERTIME PAY AGAINST  
HELIX**

11. Helix admits that Plaintiff incorporates by reference all preceding paragraphs as alleged in Paragraph 11 of Plaintiff's Amended Complaint, but denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, that this action is appropriate as a

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that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

collective action, and incorporates its previous responses to Plaintiff's allegations.

12. Helix lacks sufficient information to admit or deny the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint, and thus denies the same. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

13. Helix admits that Plaintiff was employed by Helix Well Ops Inc. from December 29, 2014, to August 3, 2017, but denies the remaining allegations in Paragraph 13 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

14. Helix admits the allegations contained in Paragraph 14 of Plaintiff's Amended Complaint.

15. Helix admits the allegations contained in Paragraph 15 of Plaintiff's Amended Complaint.

16. Helix admits the allegations contained in Paragraph 16 of Plaintiff's Amended Complaint.

17. Helix denies Plaintiff's allegations in Paragraph 17 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

18. Helix denies Plaintiff's allegations in Paragraph 18 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful

conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

19. Helix admits that Plaintiff sometimes worked over 40 hours in a week, but denies the remaining allegations in Paragraph 19 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

20. Helix denies Plaintiff's allegations in Paragraph 20 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

21. The allegations contained in the second sentence of Paragraph 21 of Plaintiff's Amended Complaint are legal conclusions to which no response is required and are thus denied. Helix denies the remaining allegations in Paragraph 21 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

22. Helix denies Plaintiff's allegations in Paragraph 22 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**23. Unpaid Overtime.**<sup>2</sup> Helix denies Plaintiff's allegations in Paragraph 23 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**24. Liquidated Damages.**<sup>3</sup> The allegations contained in the second, third and fourth sentences of Paragraph 24 of Plaintiff's Amended Complaint are legal conclusions to which no response is required and are thus denied. Helix denies the remaining allegations in Paragraph 24 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**25.** The allegations contained in Paragraph 25 of Plaintiff's Amended Complaint are legal conclusions to which no response is required, and thus are denied.

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<sup>2</sup> Helix restates the subheadings used by Plaintiff in his Amended Complaint solely for the convenience of the Court and not to indicate an admission of any allegations contained in those subheadings. Helix denies the allegations in this subheading. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

<sup>3</sup> Helix restates the subheadings used by Plaintiff in his Amended Complaint solely for the convenience of the Court and not to indicate an admission of any allegations contained in those subheadings. Helix denies the allegations in this subheading. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

26. Helix denies Plaintiff's allegations in Paragraph 26 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**27. Willful Violations.**<sup>4</sup> Helix denies Plaintiff's allegations in Paragraph 27 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**28. Reasonable Attorney's Fees.**<sup>5</sup> Helix denies Plaintiff's allegations in Paragraph 28 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

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<sup>4</sup> Helix restates the subheadings used by Plaintiff in his Amended Complaint solely for the convenience of the Court and not to indicate an admission of any allegations contained in those subheadings. Helix denies the allegations in this subheading. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

<sup>5</sup> Helix restates the subheadings used by Plaintiff in his Amended Complaint solely for the convenience of the Court and not to indicate an admission of any allegations contained in those subheadings. Helix denies the allegations in this subheading. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

29. Helix denies Plaintiff's allegations in Paragraph 29 of Plaintiff's Amended Complaint, and further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

30. Helix admits that Plaintiff seeks to represent a class as defined in Paragraph 30 of Plaintiff's Amended Complaint, but denies that the class definition is appropriate and denies the remaining allegations contained in Paragraph 30 of Plaintiff's Amended Complaint. Helix further denies that it engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

**JURY DEMAND**

31. Helix admits that Plaintiff has requested a jury trial, but denies that Plaintiff is entitled to any of the relief he seeks on behalf of himself and/or the individuals he seeks to represent.

**PRAYER**

Helix admits that Plaintiff prays for the relief and demands a judgment as outlined in subparts (a)-(f), but denies that such relief is appropriate, that Helix engaged in any unlawful conduct, that Plaintiff or any other alleged class member is entitled to any relief, and that this action is appropriate as a collective action.

Dated: December 13, 2017    Respectfully submitted,

\* \* \*

/s/ Carter Crow

\* \* \*

**Excerpts of M. Hewitt Deposition Transcript  
(June 12, 2018)**

\* \* \*

[13] Q. And how long were you married to Marjie?

A. Sixteen years, approximately.

Q. And when did you marry Tressie?

A. A man should know when he's married. 11 years ago, approximately. I don't know if it's 11 or 10.

Q. Have you ever been convicted of a felony or a misdemeanor greater than a traffic ticket?

A. Yes.

Q. What was that?

A. It was a simple assault in Vicksburg, Mississippi.

Q. What year?

A. I don't know the exact date. I don't know the exact date. It was before my marriage to Tressie.

Q. Probably ten to eleven years ago?

A. It's greater than 11.

Q. Greater than 11.

What happened with the simple assault case?

A. I was fined.

Q. Anything else?

A. No.

Q. How much was the fine?

A. Approximately -- it was over \$500. I don't know the exact amount.



Q. Have you ever gone to drug or alcohol [14] rehabilitation?

A. No.

Q. Looks like your school was all in the UK. Is it at St. Philip Howard School; is that correct?

A. Correct.

Q. Is that, like, an equivalent of a high school here?

A. Yes.

Q. And then you have, I think, is it two years at Tameside College of Technology?

A. Yes.

Q. Is that also in the UK?

A. Yes.

Q. Did you receive a degree from Tameside?

A. It's not a university.

Q. It's not a university?

A. No.

Q. What kind of program is it?

A. It's a college, mechanical engineering college.

Q. Did you receive any sort of -- did you graduate from it?

A. I graduated. I graduated with a general engineering technician certificate.

Q. Other than this lawsuit, have you ever joined a lawsuit for wage and hour --

[15] A. No.

Q. -- claims?

Filed a complaint with the Department of Labor?

A. No.

Q. At what point did you start working in the US?

A. I started working for Helix -- that was my first company in the US -- December the 29th, 2014.

Q. I'm going to walk through --

(Exhibit No. 1 was marked for identification.)

Q. (BY MS. CHEESEMAN) I'm going to hand you what's been marked as Exhibit 1. Take a few moments to review it.

Is this a copy of your resume?

A. Uh-huh.

Q. And I think you mentioned this earlier. Is this the resume that you initially submitted to Helix?

A. I believe so. Yes.

Q. Do you have a more updated resume?

A. Yes.

Q. Have you provided that to your counsel?

A. I don't recall.

Q. Now, if you flip to the end, I guess the bottom of the page, where it says, "18." If you look at the bottom, there are numbers, says, like, "Helix," and it's [16] got a bunch of numbers --

A. Uh-huh.

Q. So, it looks like -- I'm looking at this entry for February 1993 to July 2000 with R&B Falcon. Do you see that?

A. Uh-huh.

Q. So, is this -- are you saying this job was outside of the US?

A. Yes.

Q. And it looks like you were employed as a floorman and then promoted to a derrickman, assistant driller, and a driller.

A. Yes.

Q. And R&B Falcon, did they do traditional drilling, as opposed to Helix, well intervention? Were they drilling out there when you were on?

A. Yes.

Q. Did you ever work as a tool pusher for R&B Falcon?

A. No.

Q. And how were you paid when you were at R&B Falcon?

A. That was day rate.

Q. And why did you leave?

A. Do you mind if I read through this?

\* \* \*

[33] in December. I think you've testified to that; right?

A. Yes. 29th of December.

(Exhibit No. 3 was marked for identification.)

Q. (BY MS. CHEESEMAN) Do you recognize this as your offer letter? Take some time to review it.

A. Yes.

Q. And you were being offered the position of tool pusher with Helix Well Ops, Inc., which is a subsidiary of Helix Energy Solutions Group; correct?

A. Yes.

Q. And you were going to be working on the Q-5000 vessel; is that correct?

A. Yes.

Q. And Helix, on like the Q-5000 vessel, they aren't actually physically drilling out there; correct?

A. They can't drill.

Q. So, the driller name is a little bit misleading in that sense, then; correct?

A. No.

Q. But there's no actual drilling; is that correct?

A. It's the position and the equipment that he operates.

Q. So, the equipment is equipment a driller would [34] use, even though you're not physically drilling out there?

A. Yes.

Q. And you'll see that you were offered a pay rate of \$1341 daily, to be paid on a biweekly basis; is that correct?

A. Correct.

Q. And if you look at the second page, probably in the middle, it says, "Your position as a tool pusher -- tool pusher is an exempt position, and is therefore not eligible for overtime compensation, as defined under the Fair Labor Standards Act." Do you see that?

A. Yes.

Q. And you've testified earlier that that's your signature at the bottom of the page; correct?

A. Yes.

Q. And, so, by signing the document, you agreed and you accepted the terms of this employment offer; is that correct?

A. Yes.

Q. And, so, when you signed this letter, you understood that the position, you would not be receiving overtime compensation; correct?

A. Yes.

Q. And, so, at what point -- you signed this on [35] November 3rd, 2014, and you worked at Helix until August of 2017; correct?

A. Yes.

Q. And at what point did you feel like your tool pusher position should have been receiving overtime compensation?

A. When I contacted my attorney.

Q. When was that?

A. August, last year. I don't know the exact date.

Q. So, the same month you stopped working at Helix, you contacted your attorney, and that's when you felt like your position should have been receiving overtime?

A. No. I contacted my attorney because I felt my dismissal was unfair, and my attorney pointed out --

MR. SULLIVAN: Don't get into any details of conversations between the two of us. She can figure it out from the testimony you've given so far.

Q. (BY MS. CHEESEMAN) And let's talk about your dismissal from the company. You feel like you were dismissed unfairly; is that correct?

A. At that time.

Q. Why?

A. I was operating as rig superintendent, and I [36] had -- I was covering for another worker who injured himself, and I had good client relationship with the people on the vessel. I had e-mails from Mr. Ian Collie -- and I know verbal isn't admissible -- but from my project manager, Mr. John McDonald, that I was doing on excellent job, coming in, and everyone was happy. And I got a phone call -- I don't know the exact date, but I got to phone call saying that I had been -- I had my contract cancelled.

Q. So you never, during the December 2014 to August 2017 time period, you never felt like you should have been receiving overtime and complained to HR at Helix; correct?

MR. SULLIVAN: Answer the question, to the best of your knowledge.

A. Say that again. Sorry.

Q. (BY MS. CHEESEMAN) During the December 2014 through August 2017 time period, when you worked at Helix, you never contacted HR because you felt like, "Hey, I should be receiving overtime"?

A. No.

MR. SULLIVAN: I think -- yes, it's correct, you never contacted HR; correct?

THE WITNESS: Yes.

MR. SULLIVAN: Okay.

\* \* \*

[41] returns show?

A. I would still have to see my tax returns, to give an affirmative answer to that.

Q. And you would agree with me that Helix never reduced your pay by the number of hours that you were working out on the vessel; correct?

A. What do you mean by that?

Q. If you worked a half day on the vessel, did Helix reduce your pay?

A. I don't know. I never worked less than a half a day.

Q. Did you ever take a sick day?

A. I don't know. I can't recall if I took a sick day or not.

Q. Did -- what about the day in which you were flown out to the vessel, is there a specific title for that day? Is it a travel day, or what kind of day is that?

A. I believe it's the travel -- but do you mind if I look through?

Q. Yeah. Sure.

A. Okay. When the vessel was in Singapore, we received travel pay, because we had to fly for a day. When we were working in the Gulf of Mexico, we arrived on the rig, and that was classified as a day working. [42] So you didn't get a travel pay.

Q. But -- so, that's helpful. Thank you.

So, on the day where you were in the Gulf of Mexico and you arrived on the rig, would that have been less than 12 hours?

A. Depends on which shift you work.

Q. But you would have been paid the same, this daily number, regardless of if you were out on that vessel for 18 hours, 12, 6; is that correct?

A. May I give you an example?

Q. Yes.

A. If you arrived on the vessel at 11:00, as a night tool pusher, I went to bed and started work at 6:00, and I worked till 6:00 the next day. That first day, I was paid a full day. On my last day, I worked six hours, from midnight to 6:00 in the morning. I was not paid for that day, because I was going home.

Q. So you're saying you worked a six-hour shift on your last day, and you were not paid at all?

A. No, because that six hours balanced out on the first day.

Q. So you were paid, but the amount of pay that you received if you were out there on a vessel did not decrease -- is that correct -- based on the number of times that you were awake and working?

[43] A. The way I understood it was -- and this is how I've always seen it -- the last day, the day you travel home, you're not paid.

Q. My question is slightly different. Let me put it to you this way: If somebody didn't like your work and thought, for instance, you were harassing the crew, did Helix reduce your pay because of that?

A. No.

Q. So, then, you would agree with me that Helix never reduced your pay based on the quality of your work; correct?



A. Correct. They did not reduce my pay on quality of work.

Q. Did you ever work -- what was your understanding of your shift schedule?

A. Depends on the position. Night tool pusher was 6:00 p.m. to 6:00 a.m.

Q. Okay. Were you always a night tool pusher?

A. No. I covered for rig superintendent; that was 6:00 a.m. to 6:00 p.m.

Q. And you would agree with me that sometimes tool pushers cover for superintendents; correct?

A. Yes.

Q. And that's because tool pushers have a similar level of authority and respect on a vessel as a [44] superintendent; correct?

A. Night tool pusher has a higher level than a day pusher.

Q. And so, you were primarily a night tool pusher; correct?

A. Correct.

Q. And did you ever work more than your 6:00 p.m. to 6:00 a.m. shift?

A. Yes.

Q. And when you worked more than your 12 hours, did -- were you paid anything, other than this daily rate?

A. No.

Q. So you would agree with me that regardless of how many hours you were working, your pay was always this daily rate; correct?

A. Yes.

Q. Now, can you explain to me what you did as a tool pusher with Helix? Explain to me your job duties.

A. Ensure that all operations complied to client and company policy and procedure; the program provided by the clients was followed; people worked safely; all reporting was accurate and correctly filled out, grammar, et cetera; policies were followed, procedures were followed; if there was any form of well control, [45] that the well was closed in, as per the company and client procedure; maintenance was performed. Just overall oversaw, operationally, any aspects of the rig and how it was run.

Q. I'm going to unpack that a little bit. You've said -- starting with the last thing you said, operationally, you oversaw operations to make sure they were run -- being run smoothly; correct?

A. Yes.

Q. So I know that the driller on the vessel is in driller's chair in the driller shack. Where are you located, primarily, as a tool pusher?

A. Inside the drill shack, outside on deck. I didn't just oversee the drill crew; I oversaw the deck crew, as well.

Q. Now, is the deck crew also sometimes called the crane crew?

A. Yes.

Q. So you oversaw both the drill crew and the crane crew?

A. Yes.

Q. And that involved, as part of overseeing both crews, you have to fill out at the end of hitch, like, personnel evaluations; is that correct?

A. Yes.

[46] Q. And how often did you have to fill out the personnel evaluations?

A. I did not over -- I didn't fill out everybody. I believe I did driller and crane operator.

Q. But how many people -- you said you oversaw the drill crew and the crane crew. On a typical shift, how many people are part of the drill crew?

A. Seven plus myself.

Q. What about the crane crew?

A. Five plus myself.

Q. So you'd agree with me that part of your job regularly included supervising the drill crew and the crane crew, which includes some combination of seven and five people; is that correct?

A. Yes, and then you have the subsea department.

Q. Did you oversee the subsea department, or is that separate?

A. I oversaw their operations and made sure that they were -- they had enough men, and that they were operating correctly.

Q. And explain to me -- what does the subsea department do?

A. They look after the equipment that goes to the wellhead at the bottom of the ocean.

Q. Is the crane crew part of the subsea [47] department?

A. No.

Q. So, you say -- so, then, you oversaw the drill crew, the crane crew, and then the subsea department.

A. And there was usually two personnel on shift; they worked 12:00 to 12:00 and 6:00 to 6:00.

Q. Two personnel under the subsea department?

A. Yes.

Q. And you mentioned at the beginning that you would ensure all operations complied with client and company policies. What would you do to ensure that?

A. They had a meeting, prior to the operation starting, called a pre-job safety meeting, where the procedure for that operation would be read through and everyone ensured that they understood what was going to happen.

Q. And did you have any input in that meeting?

A. If I -- I tried to let the crew run themselves, and if they missed anything, I would point that out. I usually read the procedure before the job started.

Q. And if you saw something, like you said, that the crew wasn't doing and you would point it out to them, so you were, like, coaching them? Is that how you would ...

A. If they were doing something that was unsafe or [48] not part of the job, it was everyone's job to stop the operation and make sure that it was done correctly.

Q. But what if they were just not following the well control program correctly?

A. That doesn't happen. You follow the work. That's life and death; that is, if you do it wrong, it -- it's -- it could be catastrophic.

Q. And the well-control program is something -- is that something that you work on with the client, superintendent, and the driller?

A. That is usually dealt with onshore and offshore. Usually, the rig superintendent and the lead clients go through what well-control procedures are going to be.

Q. As a tool pusher, did you have any input, or was it collaboration on the well-control plan?

A. Normally, at night shift, I was in bed when these meetings happened.

Q. If you saw something about the well control that you disagreed with, would you vocalize that to somebody?

A. Yes.

Q. Why?

A. Because it can be -- it can be dangerous. If you do it wrong, it could be dangerous.

[49] Q. And did you feel like Helix would take your recommendation seriously?

A. If I had any issues, I would get the superintendent out of bed. If I felt that it wasn't going safely or that something needed to be done or people weren't following instruction.

Q. And when you did that, that was a big deal, and Helix took that seriously, if you were going to go and wake up the superintendent to discuss something; is that correct?

A. Yes.

MR. SULLIVAN: And we did put in our responses to the discovery that he's disputing that he meets the job duties tasked of an otherwise exempt employee, just to let you know, if you didn't see that response.

MS. CHEESEMAN: I know, but I'm just –

MR. SULLIVAN: You can ask him.

MS. CHEESEMAN: -- double-checking for the record, but I understand.

(Exhibit No. 5 was marked for identification.)

Q. (BY MS. CHEESEMAN) I'm going to hand you a copy of the tool pusher job description. Take a moment to review it.

[50] Is there anything about how these duties are described on this document that you disagree with?

A. No.

Q. So you would agree with me that this job description, in addition to what you told me, encompasses accurately what you did as a tool pusher?

A. Yeah, I would say so.

(Exhibit No. 6 was marked for identification.)

Q. (BY MS. CHEESEMAN) Handing you No. 6. I think we talked about this earlier, but I just want to show you a sample of these two. Is this an example of the Personnel Appraisal Forms -- I think I was calling them Personal Evaluation Forms -- that you discussed earlier?

A. Yeah.

Q. So you would agree with me that at different time periods, you would evaluate some member of the

drill crew or the crane crew based on their performance; correct?

A. This was done at the end of every hitch.

Q. And then you would provide these comments and then sit down and discuss with the individual; is that correct?

A. Yes.

(Exhibit No. 7 was marked for [51] identification.)

Q. (BY MS. CHEESEMAN) Handing you what's been marked as Exhibit No. 7. Do you recognize this as your termination letter?

A. Yes.

Q. And do you -- and why do you believe that you were terminated?

A. I don't know.

(Exhibit No. 8 was marked for identification.)

Q. (BY MS. CHEESEMAN) Hand you Exhibit 8. Do you recognize this as an e-mail --you did send it from this Gmail address -- that you sent to John McDonald and Charlie McMullin; is that correct?

A. And Ian Collie and Bjorn Ronning.

Q. And of the people that it was to and cc'd, Charlie McMullin is in HR; is that correct?

A. Yes.

Q. So you understood that Charlie was in HR. Have you talked to him before this e-mail?

A. I got the phone call from John McDonald and Charlie McMullin, terminating my contract. I then

went home. I probably thought about it, and then wrote this e-mail.

Q. And you would agree with me that in this e-mail [52] you say that the position that you hold is one that requires pushing people to get the job done safely and efficiently?

A. Yes.

Q. And, so, in this e-mail, you're basically disagreeing with some of the events that happened out there on the vessel; is that correct?

A. Yes.

Q. And before this e-mail to John McDonald, Charlie McMullin, Ian, and Bjorn, have you ever talked to Charlie McMullin, in human resources, before?

A. At the time I was employed?

Q. Yes.

A. At the time I was taken on, I spoke to him. I can't recall any other opportunity that I spoke to him.

(Exhibit No. 9 was marked for identification.)

Q. (BY MS. CHEESEMAN) Do you recognize this e-mail, as Exhibit 9, you sent from your Gmail? I believe it's also disagreeing with the same incidents that we're just talking about; is that correct?

A. I'll just read through it.

Q. Absolutely.

A. Could you repeat the question?

Q. Sure

\* \* \*

[57] before Pumpco?



A. CR England Trucking Company.

Q. And are they oil-and-gas related, CR England?

A. Trucking company, hauling.

Q. What is your position with Pumpco?

A. Equipment operator and the line boss.

Q. Who is your supervisor there?

A. Jim Wilmer, W-I-L-M-E-R.

Q. Other than your attorney, have you talked to anybody else about this lawsuit?

A. Not to my recollection.

Q. Have you talked to any current or former employees of Helix about the lawsuit?

A. Not to my recollection.

Q. I talked to Helix personnel that I know as friends, but I keep -- I believe I've kept this to myself, as instructed by counsel.

MR. SULLIVAN: Don't get into what we've talked about; okay?

THE WITNESS: Okay.

Q. (BY MS. CHEESEMAN) Who at Helix -- personnel who you consider friends, who are those people?

THE WITNESS: Do I have to answer that?

MR. SULLIVAN: You do.

A. Jody Morse.

[58] Q. Jody, last name Morse?

A. M-O-R-S-E. James Procter, P-R-O-C-T-E-R. Mike Hass, M-I-K-E H-A-A-S. Scotty Phillips.

Q. Scotty with a Y or an IE?

A. Y.

Q. Anyone else?

A. I'm trying to think. Dave McCrery. That's M-C-C-R-E-R-Y. Steve Latham, L-A-T-H-A-M. I believe there are others, but I can't think of their names right now. I spoke to a lot of people; at the time of my termination, they called me up.

Q. When you were working with Helix as a tool pusher, what was your expectation of the schedule that you would be working?

A. Twenty-eight days on, twenty-days off.

Q. Did it generally follow the 20 days on -- 28 days on, 28 days off?

A. Yes.

Q. And when you were on the vessel during the 28 days on, what was your expectation of the schedule that you would be working on vessel?

A. Twelve-hour shifts, seven days a week for 28 days.

Q. In your experience, do you generally have the 12 hours a day, 7 days a week?

[59] A. No.

Q. What was different about it?

A. Sometimes you worked longer. You had paperwork to fill out, reports to send. If you had to work extra outside, to catch up, you had to work over.

Q. Let me ask that a little bit differently. You said you expected to work seven days for twenty-eight days. Did you ever have it where you -- did you work

anything less than seven days when you worked for Helix?

A. No. No. When you are on the rig, you work seven days, twelve hours a day, unless you were told not to work.

Q. That never happened to you?

A. Correct.

MS. CHEESEMAN: I think those are all my questions.

MR. SULLIVAN: I'm going to speak with Mik, and we'll take a break. We'll be back in five or ten minutes.

(Recess from 10:42 a.m. to 10:53 a.m.)

MR. SULLIVAN: Good to go?

#### EXAMINATION

BY MR. SULLIVAN:

Q. Mr. Hewitt, you had answered a question of Ms. Cheeseman, where she asked you if your pay had ever [60] been reduced or deducted based on the quality of your work. Do you remember that question?

A. Yes.

Q. And you answered that question honestly, which the answer for that question for you is no.

A. Correct.

Q. All right. I'd like to show you what I'll mark as Exhibit 10.

(Exhibit No. 10 was marked for identification.)

Q. (BY MR. SULLIVAN) Do you see the title of that document, or at least what it says after 9.2. The

title appears to be some amalgamation of consonants. But 9.2, do you see that?

A. Yes.

Q. And what does it say?

A. "Wage Deductions Authorization."

Q. And is that your signature on or about December 29th, 2014, on that document.

A. Yes.

Q. Okay. Does the document say, at the top, "I understand and agree that my employer, Helix ESG, Energy Solutions Group, the company, may deduct money from my pay from time to time for reason that shall fall under the following categories." Did I read that part [61] correctly?

A. Yes.

Q. And there are six categories listed underneath that.

A. Yes.

Q. And category five category says, "Charges occurred by me or the company that are the result of negligence on my part." Did I read that correctly?

A. Yes.

Q. And, then, underneath each of the six categories, does it say, "I agree that the company may deduct money from my pay under the above circumstances or if any of the above situations occur"?

A. Yes.

Q. Okay. Is it fair to say that you're not familiar with the various methods the company is allowed to properly deduct wages from a salaried person?

A. That is correct.

Q. Okay. You understood, because you signed this document, that if you just simply include charges as a result of mere negligence, then your wages could be deducted; correct?

A. Yes.

Q. It's policy of the company, to the best of your knowledge; correct?

[62] A. Yes.

Q. Okay. So, it's possible, based on the signature of the document that you've received, that your pay could have been -- could have varied based on the quality of your work; correct?

MS. CHEESEMAN: Objection.

Q. (BY MR. SULLIVAN) It's possible that had you committed negligence, that your pay could have varied based on the quality of your work; correct?

MS. CHEESEMAN: Objection.

MR. SULLIVAN: You can answer the question.

A. Yes.

Q. (BY MR. SULLIVAN) Now, it's totally not in dispute, as far as I know, that your wages varied based on the quantity of your work; correct?

MS. CHEESEMAN: Objection.

Q. (BY MR. SULLIVAN) Your wages did vary based on the quantity of your work; correct?

MS. CHEESEMAN: Objection.

Q. (BY MR. SULLIVAN) Were you paid a day rate?

A. Yes.

Q. And if you worked zero days a week, how much were you paid?

A. Nothing.

Q. If you worked one day in the week, would that [63] have been a different pay amount than working three days in a week?

A. Yes.

Q. Remember we went over Defendant's Exhibit 4 in great detail, which is your pay slips?

A. Yes.

Q. Those pay slips don't include the weeks in which you did no work; correct?

MS. CHEESEMAN: Objection.

A. They do include, but they show the zero hours of days worked.

Q. (BY MR. SULLIVAN) Well, that's a few of them that show that, but you're still receiving pay for what's called imputed time; correct?

MS. CHEESEMAN: Objection.

MR. SULLIVAN: You can answer the question.

A. What do you mean by imputed time?

Q. I have no idea, but that's what it says on the pay slip. Do you see where -- I'll show you where it says

--

A. There. There. There. There.

Q. "Imputed income," do you see that?

A. Yes.

Q. Okay. There are multiple weeks when you worked for the Defendants that you received zero dollars pay; [64] is that fair?

MS. CHEESEMAN: Objection.

A. Yes.

Q. (BY MR. SULLIVAN) Okay. Do you know how many times you received zero dollars pay for works in which you were still an active employee of the Defendants?

A. I don't know exactly how many times I received zero pay for zero work.

Q. Okay. Would you say -- do you have a best guess, if you worked there for approximately three years? More than once that you received zero dollars pay?

A. Yes.

Q. More than ten times?

A. You're paid biweekly. I would say there was one week out of every four.

Q. In which you received no pay?

A. Yes. That's just an estimate. I have no definitive number.

Q. Okay. Is it fair to say that your pay was totally based on the days that you worked?

A. Yes.

MR. SULLIVAN: If I don't straighten it, I'll lose it later. Okay.

Mark that as Exhibit 11, please.

\* \* \*

**Excerpts of B. Butler Deposition Transcript  
(June 22, 2018)**

\* \* \*

[9] Q Great. What did you begin as during your employment at Helix?

A I started off Helix as a project engineer.

Q Okay. And what does a project engineer do at Helix?

A My role as a project engineer was basically to support the project managers for developing procedures, designing components for use on the -- on the vessels, procuring those components. My primary role when I first started was -- was project engineer over the retrofit of the 534, which was a vessel that Helix bought from Transocean.

Q At what location when you began to work for Helix were you working at?

A We had an office in the Amegy Bank building, I think, in the Greenspoint area. I can't remember the exact address.

Q Fair enough. How were you paid by Helix?

A I am a salaried employee paid biweekly.

Q And has that always been the case with your employment at Helix?

A Yes, sir.

Q All right. Have you always been a project manager, or did you obtain other positions at Helix?

A No, I -- I started off as a project engineer.

[10] Q Engineer. I'm sorry.



A And then moved up to a project manager, and then moved up to a senior project manager.

Q Okay. Is that your current position?

A Yes, sir.

Q When did you become a senior project manager -- engineer? See, I'm going to get -- are you a senior project manager?

A Yes, sir.

Q When did you attain that position?

A July 2016, maybe 2017. I don't remember exactly. I'd have to look it up.

Q Okay. And the title right before that job was?

A Project manager.

Q All right. Give me an idea of what a -- what you did as a project manager for Helix.

A As a project manager, I would meet with clients, discuss the scope of the job, go through the clients and any third parties to look at interfaces between their system -- their wells and our system, work with the subsea engineers and other project engineers to develop any interface needs; i.e., adapters, components, whatever was needed to interface our system to theirs. And then I would get the quotes [11] for all the materials we needed, put together all the procedures and the government submittal documents for the job, the job scope, and then manage the job as far as the revenue and the costs required to do the job and submit invoices to accounting for -- at the completion of the job, as well as after-action reports and daily reporting.

Q Do you remember when you became a project manager?

A Around about February to March of 2013.

Q All right. How are the duties of a senior project manager different from a project manager?

A So the main difference between the project manager position and the senior project manager position is that I am the hiring manager for the offshore projects crew.

Q Do you still primarily work in Houston, Texas?

A Yes, sir.

Q How often are you on a vessel?

A I take day trips primarily. Most of the times only when something goes wrong, but I try to go out for managerial visits quarterly.

Q As a senior project manager, are you responsible for hiring superintendents that are on various vessels?

[12] A I am responsible for hiring the superintendents on the Q4000.

Q How would I as a layman understand what the Q4000 is?

A The Q4000 is just one of our vessels. The name of the vessel is Q4000. Are you -- do you want details about the vessel, or is that your question?

Q Yeah. Well, I mean, maybe just for the record understand that you'll be speaking to a jury of our peers and explain to them in the most simple terms what a vessel is and what its purpose is in Helix's grand scheme of things.

A Okay. The Q4000 is a semi-submersible vessel that is -- it's not like a boat. It's basically two boats underwater with a big flat deck, if that makes any sense to anyone.

Q The deck on top of the --

A Yes, sir.

Q -- over the water? A Yes, yes, sir. The deck is on top of the water, and that's where we do all our work from. The vessel, it's like a drilling rig, but much smaller. So it doesn't have a traditional derrick like you would see -- anyone would picture in a traditional oilfield setting. We've got a tower that does that job for us [13] that the driller operates.

Q What is its purpose compared to, say, a drilling rig, an offshore drilling rig?

A The Q4000's purpose?

Q Yes, yes.

A The Q4000's purpose is we utilize for subsea construction and well intervention. So well intervention is essentially the maintenance of subsea -- of oil wells, whether they be subsea or not, but ours is obviously subsea. It's for maintenance of oil wells, not drilling them.

Q And these are oil wells owned by other companies?

A Yes, sir, the oil companies.

Q Sure. Where do the workers stay while they're on the vessel?

A The Q4000 has accommodations for 140 people.

Q Does it have a concierge? I'm just kidding. When you said that, I thought it was --

A Yeah, I was --

Q Yeah, I was just joking with you. Okay. And on the Q4000, do most of the workers there work in shifts?

A Yes.

Q How many shifts per day in general are there [14] on the Q4000?

A There are two 12-hour shifts per day.

Q Approximately if they're -- so half the work force would work one shift and the other half the other shift?

A Yes, sir. The -- yeah.

Q Do they share a bed; meaning -- I mean, in the 12-hour period where there's downtime; or do they have -- accommodations here would be sufficient for everyone to have their own separate area?

A Everyone has their own bed. People share rooms. And most of the time the people are -- all the people in a room are on the same shift. There are a few situations where two people are in a single room on different shifts so that one person is always sleeping in that room.

Q Who is the top person as a company representative on the Q4000? Not the name, but the job position.

A That would be the captain.

Q All right. Are there only one, or are there multiple captains on the vessel?

A There's only one captain on the vessel.

Q And the captain's primary job is to keep the vessel afloat?

[15] A Yes, he is the -- the ultimate work authority.

Q Who reports to the captain?

A The entire marine crew.

Q All right. And is -- does the marine crew -- I'm just trying to get like an org chart in my mind. Like who would be directly underneath the captain in terms of supervisory authority?

A So directly underneath the captain would be a chief mate, and I think the chief engineer is also kind of -- they're dotted lines. It's not -- it goes different directions. So it's the captain and the chief mate; and then underneath the chief mate would be the DPOs, the dynamic positioning officers, the people who keep the boat in one spot.

Q Those all sound to me in one way or another seafaring positions?

A Yes, sir, those are all the marine crew. Those are the people who keep the boat working mechanically and in one spot.

Q And obviously the seafaring -- you know, the seamanship and all that is important to the vessel, but the vessel is there for another reason?

A Yes, sir.

Q Who runs, let's say, the operations side of the vessel?

[16] A In Helix we refer to that as the projects crew.

Q Thank you.

A And that would be the superintendent is the highest person of the projects crew.

Q All right. Is there a superintendent per shift, or is there one superintendent like there's one captain?

A There's one superintendent.

Q Okay. And how does that superintendent -- does the superintendent typically straddle both shifts; or, you know, does he spend his time on the day shift and not the night shift, if you could help me out?

A So the superintendent works a 6:00 to 6:00 shift, the toolpushers work a 6:00 to 6:00 shift, and then everyone else on the projects crew works a noon to midnight shift. So the crews are straddled by that arrangement.

Q Understood. So they're not -- are there not multiple toolpushers as well?

A There are two toolpushers, a day and a night toolpusher.

Q Fantastic. But the superintendent, he does straddle both shifts by the 6:00 to 6:00 shift?

A Correct. He does not straddle both [17] toolpushers. He works side by side with a single toolpusher.

Q I haven't gone over this, but you understand here that there is a former employer named Mick Hewitt; and he's suing two Helix entities in this case?

A I didn't know there was two entities to sue. Q The entities he's suing are Helix Well Ops, Inc., and Helix --

MR. SULLIVAN: Do you have the other?

MS. CHEESEMAN: Energy Solutions.

Q (BY MR. SULLIVAN) If I refer to both of those entities as Helix, is that okay with you?

A Yes.

Q All right. What is your familiarity with Mr. Hewitt?

A I don't know that I've ever met him.

Q Okay. Have you -- do you recollect ever communicating with him in e-mail or written form or anything like that?

A No, sir, I do not.

Q Okay. What do you believe your purpose is here today, other than the fact that I called you?

A I was told that I was being deposed on my -- as a -- on a personal level or my personal experience. I can't remember the exact term that Ms. --

[18] Q Don't get into anything that she told you. In general, you have a general idea of why you're here. You're listed as a witness; that's why I'm asking.

A Correct.

Q What knowledge can you bring to illuminate the Mick Hewitt case?

A My thoughts would be to answer questions about how Helix pays its employees or how they pay me.

Q Ah, okay. And you're an expert on how you get paid?

A Yes.

Q Because you receive pay.

A Yes, sir.

Q All right. And I assume you have -- you have knowledge as to how Helix pays its employees as well?

A Yes, sir.

Q Okay. And that's because you hire some of them?

A Yes, sir.

Q And you help prepare the offer letters and things like that?

A The offer letters are prepared by HR.

Q Okay. You have -- since you've never met Mick Hewitt, do you have any recollection of hiring him?

A No, sir.

[19] Q I don't even know if you did. I'm just wondering independently if, you know --

A No, Mick -- Mick worked on the Q5000, and I've never had any -- I've had some experience with some people on the 5000 before they were on the Q5000, but to my knowledge I've never worked with Mick.

Q All right. But you're familiar with how Helix pays its toolpushers?

A Yes, sir.

Q Okay. At least within the last, say, three and a half years, right?

A Yes, sir.

Q Same with superintendents?

A Yes, sir.

Q Same with toolpushers?

A Yes, sir.



Q And it's for that reason you testified in the lawsuit being brought by various individuals against Helix sometime in the last 12 months?

A Yes, sir.

Q Okay. It's fair to say that you know that Mr. Hewitt was, for some amount of time in the last three and a half years, a toolpusher for Helix?

A Yes, sir.

Q I think that his pay records show that for at [20] least a week or two weeks he served as a superintendent. Did you know that?

A No, sir.

Q Okay. Is that uncommon for a toolpusher to occasionally have another job such as superintendent?

A It's not uncommon. The only -- when that happens would be if a -- someone couldn't make their hitch and the other -- the back-to-back couldn't come out early, you would promote the guy below him to fill that role for a temporary basis.

Q All right. What is your understanding of how Helix paid Mr. Hewitt?

A I believe Mr. Hewitt was paid the same as we pay all our toolpushers, and that is a daily rate, a daily salary.

Q Is it fair to say that before you ever started testifying, like a year ago, you never used the expression daily salary; is that correct?

A I don't -- I don't know. I couldn't answer that question.

Q Do you have any recollection of using the terms daily salary before you ever heard about the lawsuits against Helix? You're under oath, sir.

A Yeah, no, I understand that; and I don't -- I don't recollect ever not using that. And -- [21]

Q You have no recollection one way or the other of using it?

A Yes, sir.

Q But you know that after the lawsuits got filed, that's the term you're using; daily salary, right?

MS. CHEESEMAN: Objection. You can answer.

Q (BY MR. SULLIVAN) You used it here today, so you know the answer to that question is yes, after the lawsuits got filed, you began using that term, correct?

A That's how I would refer to our gentlemen's pay.

Q Okay.

A Because I -- in my mind, that's --

Q Has anyone ever -- when is the first time, sir, that you recollect hearing the term daily salary?

A I don't know how long ago I would have heard that.

Q Okay. So no recollection one way or the other?

A Yes.

Q Correct?

A Correct.

Q Who is the first person you recollect hearing [22] the term daily salary from?

A I would expect to have used that in discussions with my -- the guys I -- that report to me in discussing their pay when we bring them in to situations other than their typical working hitch.

Q I'm going to object to nonresponsive.

The question is, who is the first person you recollect hearing the words daily salary from?

A I don't know who the first person I heard say that.

Q As you sit here today, without having looked at any of the documents in this case that -- that I'm about to show you, but having gone through another deposition and having reviewed documents prior to this deposition -- that's a fact, right, you reviewed documents before this deposition?

A Before this deposition?

Q Yeah.

A Briefly. I've seen a few documents. I have not reviewed them in any level of detail.

Q Can you recollect ever seeing the term daily salary?

A No.

Q But you, I'm sure, can recollect seeing the term day rate, right?

[23] A Yes.

Q Okay. And day rate, just like you said, is an amount of money that a worker is paid per pay regardless of the hours worked. Is that fair?

A Yes, sir.

Q Okay. Day rates vary for various positions at Hewitt, that payday rate, correct?

A At Helix.

Q At Helix.

A Yes.

Q Yeah, I'm sorry. I'll show you Exhibit 1. Actually that's the court reporter's, but there it is.

I'm guessing you don't recollect seeing this specific offer letter, do you?

A It was shown to me his offer letter, but I didn't read it.

Q It was --

A I've seen a lot of offer letters; and, yes, I have seen this one.

Q It's a lot of offer letters. The pay rate is listed as \$1,341 daily, right?

A Yes, sir.

Q Later on that was reduced I guess for a lot of Helix employees, correct?

A Yes, we reduced pay across the board.

[24] Q Not just for this day rate but for lots of positions?

A All offshore positions.

Q Okay. It doesn't say daily salary, does it?

A No, it does not say daily salary.

Q Okay. Have you reviewed Mr. Hewitt's pay records in preparation for your deposition?

A No, sir.

Q Okay. We'll go over them a little later, but I'm assuming you wouldn't be surprised that in the span of three years of employment sometimes he got paid for one day a week working or two days a week working, three days a week working, and all the way up to seven. It's possible that the day -- day rate changes obviously -- not the changes, but it's possible that employees at Hewitt --

A Helix.

Q -- Helix worked different days during the week. Fair to say?

A Occasionally, yes.

Q Okay. And depending on the number of days worked per week, the pay would vary for employees like Mr. Hewitt, correct?

A In which way are you referring to their pay varying per multiple days?

[25] Q If he worked one day a week, he would just receive one pay rate -- he would receive one day rate, correct?

A Correct.

Q If he worked two days a week, he would get two day rates?

A Correct.

Q Three is three day rates, four is four day rates, five is five day rates, all the way up to seven, which is seven day rates?

A Yes.

Q Assuming there was work done.

A Or assuming he was on board one of our vessels, yes.

Q Okay.

A Or functioning in a company capacity, i.e., training.

Q If he was not working on a vessel or training or performing work for an entire week, he would receive no money, correct?

A If he was not on board one of our vessels?

Q Correct.

A Yes, sir.

Q So in the span of three and a half years of employment, you don't see every week the same pay rate, [26] do you, the same amount of pay earned by Mr. Hewitt, do you?

A I'd have to go through his pay records to --

Q Right, but based on your general knowledge, you know he didn't work on the vessel every day, right?

A I don't know how often he did or didn't work on the vessels, but what should -- what should have happened is he worked 28 days for six hitches per year. And during a normal year, if he worked every one of those days, he would be paid the same thing for every day for those 28 days for those six hitches with a travel day pay on either end.

Q Great. And then how many days off after the -- after travel, time on the vessel is done, and then there's travel, and then he goes somewhere -- goes home, I guess, whatever he wants to do?

A Yeah, so the hitch is 28 days. You've got a travel day on either end. So that's 30 days. And that one day on either end, on one end or the other is the bookends for the other 28 days. So I guess you would be home for 26 days.

Q Right. A Because at the end of 28 days, you would be going home; and that's essentially day one of the next 28 days off.

[27] Q Does, to your mind, Helix pay people who are not working that have already traveled away from the vessel?

A They get the day of travel pay, and that's it.

Q Yeah, and that's it.

A Yes.

Q So after the travel day is over and they're home or wherever they're supposed to be, they don't get paid again until they begin to travel to get back to the vessel for their next hitch, correct?

A Correct.

Q Okay. Show you Exhibit 2. Do you recognize this to be a new -- a new hire action notice from Helix?

A Yes, that is what the document is titled at the top.

Q And the name on the document is for Michael Hewitt?

A Yes.

Q The position type there says new, and there's a check mark kind of in the middle of the page?

A Yes.

Q The job title, which is just about four or five lines underneath that, is called toolpusher?

A Yes.

[28] Q And the start date is December 8, 2014?

A Yes, there it is.

Q And it says pay rate 1,341?

A Yes.

Q There's no dollars, but we can agree it was U.S. dollars?

A Yes, sir.

Q And pay rate there is listed as daily, right?

A Yes, sir.

Q Again, no mention of the term daily salary. Fair to say?

A Yes, sir.

Q I'm showing you what's been marked as Exhibit 3. Would you agree with me that the title of this is Helix Energy Solutions Job Description?

A Yes, sir.

Q The job title listed is toolpusher?

A Yes.

Q Is this a -- purports to be what it says, a job description for the position of toolpusher at Helix?

A Yes.

Q And would you mind taking a look at this document and tell me whether you believe it accurately represents the position of toolpusher at Helix?



[29] A Yes, this job description is accurate for the role of toolpusher.

Q Would you agree with me that the job of toolpusher is a manual labor job?

MS. CHEESEMAN: Objection. This has been stipulated to that you -- that the duties aren't at issue.

MR. SULLIVAN: I'm asking. You asked my clients. I'm just asking.

Q (BY MR. SULLIVAN) Do you think it's a manual labor job or not?

A No, sir.

Q Okay. Why not?

A The toolpusher is directing people to execute work. They're the ones that are putting their hands on equipment, moving stuff. They're the ones on the deck working the cranes, working the loads. They're the guys getting up on the riding belts doing -- doing the work on the -- on the intervention system. The toolpusher is directing them and ensuring that they do their jobs properly. Not to say he doesn't ever put his hands on anything, but his primary task is the direction of others.

Q Okay. Do you need a college degree to be a toolpusher at Helix?

[30] A No, sir.

Q Okay. I'm going to show you what's been marked as Exhibit 4. Remember earlier how you went over with me kind of in a friendly way the org chart of the vessel?

A Yes, sir.

Q Can you take a look at Exhibit 4 and verify if this is a proper rendering of how vessels are organized at Helix?

A Yes, this is correct.

Q Okay. Would this have been correct during the 2014 to 2017 time period?

A I'd have to verify the documents, but I don't see anything that should have changed during that time.

Q Okay. Thanks. I want to show you what's been marked as Exhibit 5. Do you recognize this document as an HLX Offshore Employee Self Service form?

A Yes. This is a screen shot of our Oracle system.

Q Okay. Do you know what HLX stands for?

A Helix.

Q Okay. The employee name listed is Hewitt, Michael?

A Yes, sir.

Q All right. And job title is toolpusher E. Do [31] you see that?

A Yes.

Q What does the E mean, if you know?

A I do not know.

Q Okay. The pay basis, which is on the right-hand column, is listed as daily. Do you see that?

A Yes, sir.

Q And the frequency says week?

A Yes.

Q Do you know what that means?

A I assume that that's like mine and -- I don't know if mine specifically says, but I assume that means you're paid biweekly.

Q Well, that was my question because I see the frequency -- I'm just going to be transparent with you -- week there; and then I see the pay period here. It says biweekly. And so I was like does week mean biweekly? That's the way you seem to take it.

A Yes.

Q It's got a pay rate here. Do you see that?

A The pay rate?

Q Yes. A Yes. Q And it's listed as \$1,171.20, right?

[32] A Yes, sir.

Q Of course, that's the daily pay rate, right?

A Yes, sir. Q And the annual salary does use the word salary, but is it fair to say that that was just an accumulation of the days worked in the period used to calculate that number?

A No.

Q What do you believe it means?

A I believe that's his expected salary for the year.

Q Okay.

A Because if you look at the -- oh, I'm sorry. Hang on. My days are wrong. I'd have to do the math on it, but I believe that's how it's calculated is that's the expected salary for the year.

Q And that would vary depending on the actual days worked to be more accurate, correct?

A Yes, sir.

Q Who is Jessica Bonilla?

A She works in HR.

Q Okay. I'm going to show you what's been marked as Exhibit 6. Do you see this as a letter dated December 6, 2016, on Helix letterhead?

A Yes, sir.

[33] Q And the person sending it is Jessica Bonilla identified as HR assistant?

A Yes, sir.

Q And the first sentence of the letter says it serves as a verification of employment for Mr. Michael Hewitt?

A Yes, sir.

Q And I'm assuming that HR folks do this all the time for various reasons when proof of employment is needed by third parties?

A I've never received one, so I'm --

Q You ever get a mortgage on a house?

A Yes.

Q And they need proof of income?

A All I've ever submitted is a pay stub.

Q Okay.

A I've never had to submit one of these.

Q Fair enough. Do you see where it describes that he works for Helix, has done so since December 29, 2014, and that he's an offshore employee on one of the vessels?

A Yes, sir.

Q And then after that it says, "His current position is a toolpusher in which he earns

approximately \$213,744 based on his daily rate of [34] \$1,171.20, right?

A Yes, sir.

Q It doesn't say daily salary, does it?

A No, sir.

Q Okay. I'm going to show you what's marked as Exhibit 7. Have you ever seen this document before?

A Yes, I have seen this.

Q Okay. Were you on the distribution list of this document originally?

A I would have to do a search through my e-mail. I'm not -- I'm not on this individual list. I can tell that by looking at it. But I -- I know this was passed around to all the vessels.

Q The e-mail purports to be from Tony Mackey; is that right?

A Yes, sir.

Q Who is Mr. Mackey?

A Mr. Mackey was the port engineer for the Q5000. Q What's a port engineer?

A Port engineer, if you -- if you go back -- so the port engineer basically does my role but on the marine side of the vessel. He is in charge of the marine crew and ensuring the vessel is maintained properly and meets all Coast Guard and ABS, American [35] Bureau of Shipping certifications.

Q Okay. In here is a message from Mr. Mackey to quite a few people. Is that fair to say?

A Yes, sir.

Q Mr. Mackey says that, "I have been instructed to inform you that due to current situation, personnel on standby for a Q5000 arrival in GOM" -- by the way, what does GOM stand for?

A Gulf of Mexico.

Q "-- in GOM will have pay reduced to 65 percent of day rate from 8th May and on arrival early August, it will be brought back up to normal rates." Did I read that correctly?

A Yes, sir.

Q Okay. First question is, it didn't use the term day or daily salary, correct?

A It did not use the term daily salary.

Q Or day salary.

A Correct.

Q And this is an indication that the day rate is getting reduced significantly for a few months?

A Yes, sir.

Q Okay. So not only does the day rate vary depending on the quantity of work, if you calculate it on a weekly basis, the day rate can be decreased, [36] correct? Let's take it one by one.

A Yeah.

Q Depending on the quantity of work, meaning how many days worked in a week, the pay can vary. Fair?

A Are you -- are you suggesting that during a given week you work Monday, Tuesday, Wednesday at one rate and then Thursday, Friday, Saturday at another rate or --

Q No, I'm suggesting that -- well, I'm suggesting that the company can pay a different day rate depending -- for whatever reason it wants. These are at-will employees, correct?

A To my knowledge, yes, sir.

Q Yeah. And sometimes business necessity demands a decrease in the individual daily rate, correct?

A Correct.

Q And sometimes competition and the laws of economics demand an increase in the day rate, depending on the supply and demand of the various positions needed, correct?

A Correct.

Q So day rates can go up and they can go down to the various individuals employed at Helix who earn a day rate, right?

[37] A Yes.

Q And in addition to that, the pay earned by each person on a day rate, including toolpushers like Michael Hewitt, are dependent on the number of days worked in a weekly or biweekly period, correct?

A Do you mind asking that question one more time? I'm sorry.

Q Sure. If Mr. Hewitt only worked one day in a week, his pay would be different than if he worked two days in a week. We kind of went over that, right?

MS. CHEESEMAN: Objection; asked and answered.

Q (BY MR. SULLIVAN) She's saying asked and answered because I did ask and answer it. I'm just

trying to get this to make sure. I heard you hesitate a little bit three questions ago, so that's why I'm going back to this. So depending on the quantity of work performed in a week, the pay can vary for a person on a day rate such as Mr. Hewitt at the company's will, correct?

A Correct. The guys are paid a day rate whether they work a full day or just wake up on one of our boats.

Q Or work multiple days?

A Yes. I was making sure you were -- you know, [38] I was making sure we were talking the same language. I apologize for that.

Q The third part to that question, which I'm stupid and didn't ask, is just within a given day if the employee works for a minute or 18 hours, it's still the same rate of pay?

A Yes.

Q I'm curious in a situation where -- it must happen on occasion -- an employee is too sick to work but they're on the vessel. What happens to the pay in those cases?

A They are still paid their daily rate.

Q Okay. Are there any circumstances in which an employee is on the vessel -- strike that. Are there any circumstances, to your knowledge, in which a toolpusher is on the vessel and does not get paid the day rate for that day?

A Not to my knowledge.

Q Okay. You would agree with me, however, the company has certain pay policies?



A Yes, sir.

Q All right. And they have handbooks, right? You have a handbook?

A Yes, sir.

Q And the handbook on occasion gets updated from [39] time to time?

A Yes, sir.

Q And those handbooks are the official policies of the company of Helix, right?

A Yes, sir.

Q And if something differed between the handbook and what your impression is, the handbook would control, right?

MS. CHEESEMAN: Objection. If you know.

Q (BY MR. SULLIVAN) You can answer as best you can.

MS. CHEESEMAN: If you know.

A I don't know, you know. I haven't had to experience it. In my personal capacity, I don't -- I don't know the answer. I'm sorry.

Q (BY MR. SULLIVAN) As you sit -- don't apologize. But as you sit here today, no one has told you that you have authority to deviate from the handbook, right?

A Correct.

Q And people can rely on the handbook as what the company policies actually are, correct?

A Correct.

Q You're not aware of any handbook policy that isn't followed, are you?

[40] MS. CHEESEMAN: Objection. To the extent that you know.

Q (BY MR. SULLIVAN) Are you aware?

A I'm not aware.

Q Okay. Let's look at Exhibit 8. Company has -- well, sorry. Maybe you should get the exhibit before I start asking just a few minor questions about it. This is just one page out of the handbook. Do you see that? Do you see at the top it says Helix ESG Employee Handbook for US Employees?

A Yes, sir.

Q And it's dated August 11, 2011?

A Yes, sir.

Q All right. And I'll represent that I took this page out of the handbook because, in all honesty, I didn't want my secretary to copy more than one page of 49 pages. But the company has an overtime policy, right?

A Yes.

Q It's there in section 2.11. Do you see that?

A Yes, sir.

Q And it's got various policies there related to pay.

A Yes, sir.

Q And the company updates policies from time to

\* \* \*

**Excerpts of K. McNeal Deposition Transcript  
(June 26, 2018)**

\* \* \*

[12] Mr. Hewitt was actually employed by?

A. Would have been Well Ops, Helix Well Ops.

Q. Okay. Do you see that the title of Mr. Hewitt's job is toolpusher?

A. Yes.

Q. Okay. Is it your understanding that toolpushers are paid by Helix on a day rate?

A. Yes, on a salary day rate.

Q. Okay. You seem like a pretty straightforward guy. When is the first time you ever heard the term salary day rate?

A. 2006 maybe.

Q. Was it in a document somewhere?

A. No. It was terminology used on -- when I worked for Kellogg Brown & Root.

Q. Okay. What about at Helix?

A. Since the beginning of time working for them, 2009.

Q. Okay. And as we sit here today, are you aware of a single document that refers to salary day rate by Helix?

A. Repeat that for me, please.

Q. As we sit here today, are you aware of a single document that uses the term "salary day rate" at Helix?

\* \* \*

[18] When you get the job description, do you do an independent analysis each time; or does somebody come to you and say: Hey, I think the job has changed; maybe we should look at the pay thing?

What -- what's the more likely thing that you do?

A. Most likely the manager or someone from operations is requesting a change to the responsibilities.

Q. I'm going to bet, as a person who's represented companies for 20 years, that a lot of times they're asking: Hey, is there a way we can get this position exempt so we don't have to pay overtime?

Is that fair to say?

A. I've never had that question.

Q. Not once?

A. Not once.

Q. Okay. Good for you.

All right. To your knowledge, why are toolpushers not eligible for overtime at Helix?

A. Because they are in a supervisory role.

Q. Okay. Anything else?

A. No, sir.

Q. All right. Do you know what the regulations say about being a supervisor under the Federal Fair

\* \* \*

[20] Q. All right. A day rate is paid at Helix not based on the hours worked per day. It's just if the person works at all during the day, they are paid the same rate; correct?

A. Yes.

Q. If the person works multiple days in a week, they are paid the same day rate each -- for each day worked; correct?

A. Yes.

Q. If an employee at Helix on a day rate worked one hour on a Monday, two hours on a Tuesday, 20 hours on a Wednesday, they would be paid the equivalent of three day rates; is that fair?

A. Yes.

Q. If an employee such as Mr. Hewitt only worked one day a week, they would only make one day's pay; correct?

A. Yes.

Q. If they worked zero days a week, they would get zero dollars.

A. Yes.

Q. And if they worked two, three, four, five, six or seven days, they would get paid a corresponding amount of day rates based on the day's work in that work week.

\* \* \*

[33] Q. Okay. And this happens on occasion?

A. Yes.

Q. Okay. Do you know who makes the decisions to reduce day rates at the -- at the company?

A. Sure.

Q. Who makes those decisions?

A. Those decisions are made by the senior vice president of Well Ops.

Q. Who is that?

A. His name is Ian Collie.

Q. Okay. Has Mr. Collie shared with you in written or verbal communications why day rates have ever been reduced?

A. No.

Q. I assume, then, it's fair to say that it's up to him, for whatever reasons he deems important to the company?

A. I'm sure that he speaks with the COO. It's not his -- just his decision to -- to lower day rates without a justification.

Q. And to be fair, there are many reasons one, just as a regular citizen of Houston, could see why day rates would be lowered.

A. Uh-huh.

Q. The price of oil, for example.

\* \* \*

**Letter From Helix Well Ops to M. Hewitt re  
Employment Offer (Oct. 31, 2014)**

Dear Michael:

On Behalf of Richard Patton, General Manager-Marine, I am pleased to make this employment offer to you as a Tool Pusher with Well Ops Inc., a wholly owned subsidiary of Helix Energy Solutions Group, Inc, (Helix ESG or the Company). You will tentatively report to work on a mutually agreed upon date at our Houston office for new hire orientation. Following new hire orientation, you will be directed to the Falck Alford training facility to complete new hire training. After successful completion of the pre-employment process and new hire training, you will be assigned to the Q5000. Vessel assignments may change if business needs require.

Following are the proposed compensation elements for this position which should be in accordance with our prior discussions:

Pay Rate: \$1,341.00 daily (to be paid on a bi-weekly basis)

Retirement Savings: Ability to participate In Helix's 401(k) plan, with the company matching \$0.75 of every \$1.00 or the first 5% of your pay that you contribute to the plan. Participants are eligible upon hire.

Employee Stock Purchase Plan: Eligibility to participate in the Company's stock purchase plan at the beginning of the

JA 100

next enrollment offering period.

Medical/Dental Insurance: Employees become eligible to participate in the company's Blue Cross Blue Shield Benefits Plan on the first of the month following the date of hire.

Travel Pay You will be compensated for one day of travel to the vessel and one day of travel from the vessel. For day rate employees you will be paid your day rate for the two travel days. For hourly employees, you will be paid 12 hours pay for each travel day (two total).

Since your position requires you to travel to a vessel offshore or travel to ports within the United States, you are required to obtain a Transportation Workers Identification Credential (TWIC) within sixty (60) days of your hire date if you do not already have a valid card. In addition, you will apply for and obtain your USCG Merchant Mariners Credential and U.S. Passport in a timely manner.

Confidentiality - In the course of performing your duties, you will be handling information concerning the Company, including, but not limited to, financial accounting, statistical and personnel information. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized agents of the Company. Upon your release or resignation, you agree not to remove, retain,



copy or utilize any confidential, privileged or proprietary information or property of the Company. All discoveries, inventions or techniques developed in the course of your employment belong to the Company and will be disclosed and assigned to IT by you.

Business Conduct - Your signature below acknowledges your agreement to conduct Helix business with integrity and respect and in accordance with Helix policies including its Code of Business Conduct and Ethics.

This offer, to be administered in the Company's discretion, is contingent upon you successfully completing the following: (1) Department of Transportation (DOT) pre-employment alcohol and drug screening; (2) Physical Ability Assessment; (3) Immigration Reform and Control Act of 1986 forms; (4) criminal background investigation; and (5) reference checks and any other pre-employment requirements.

This letter only serves to communicate a contingent offer of employment and is not intended to create, nor is it to be construed to constitute, an employment contract between you and Helix. Your employment with Helix will be "at-will", that is the employment relationship can be terminated at any time by either you or Helix.

Your position of a Tool Pusher is an exempt position and is therefore not eligible for overtime compensation as defined under the Fair Labor Standards Act.

To confirm your understanding and acceptance of this offer, please immediately send your signed offer letter back electronically to me in Human Resources

JA 102

at jbonilla@helixesg.com or fax it to (281) 582-7414. Once you accept this offer, you will receive information by email regarding the pre-employment and employment process from us and our third party vendor C3 Intelligence. Please bring all signed originals of the forms along with the forms of ID required for the I-9, which is included in the packet, on your start date. A copy of your Social Security card is required for payroll purposes.

Please call Richard Patton at 281-848-6559 or email him to discuss any questions you may have and to confirm your start date.

Michael, we look forward to working with you and know you will be a valuable addition to the Helix organization.

This offer will expire at close of business on November 14, 2014.

Sincerely,

[handwritten: signature]

Jessica Bonilla  
Human Resources Assistant

Agreed and Accepted:

[handwritten: signature] 3rd November 2014  
Michael Hewitt Date

1st December 2014  
Anticipated Start Date

JA 103

**Helix Energy Solutions Group New Hire  
Action Notice**

(See insert next page)



**NEW HIRE ACTION NOTICE**

**NEW EMPLOYEE INFORMATION**

Last Name: <u>Hewitt</u>	First Name: <u>Michael</u>	Middle Initial: _____
--------------------------	----------------------------	-----------------------

Residency Status:	US Citizen <input type="checkbox"/>	Permanent Resident <input checked="" type="checkbox"/>	Foreign National <input type="checkbox"/>
Driver License or State ID No.: <u>009733198</u>	State: <u>LA</u>	Social Security No.: <u>5557</u>	

Street Address: <u>68036 Anderson Road</u>	Contact Phone: <u>985 981 0297</u>
Building or Apt. No.: _____	Alternate Phone: <u>985 229 0280</u>
City, State and Zip: <u>Roseland, LA 70456</u>	E-mail Address: <u>mikbdg@yahoo.co.uk</u>
Country: _____	E-mail Address: _____

**POSITION INFORMATION**

Source of Hire: Referral

Position Type:	NEW <input checked="" type="checkbox"/>	REPLACEMENT <input type="checkbox"/>	If Replacement, List Name _____
Position Status:	FULL-TIME <input type="checkbox"/>	PART-TIME <input type="checkbox"/>	OTHER-THAN-REGULAR <input type="checkbox"/>
Action Type:	NEW HIRE <input type="checkbox"/>	REHIRE <input type="checkbox"/>	

Vessel Position:	CAESAR <input type="checkbox"/>	Q4000 <input type="checkbox"/>	INTREPID <input type="checkbox"/>	EXPRESS <input type="checkbox"/>	HP1 <input type="checkbox"/>
Onshore Position:	CORPORATE <input type="checkbox"/>	SPOOL BASE <input type="checkbox"/>			
Payroll Location:	US-HOUSTON <input type="checkbox"/>	HOCS-EURO <input type="checkbox"/>			

Job Title: <u>Toolpusher</u>	Start Date: <u>Dec 8, 2014</u>		
Pay Rate: <u>1,341.00</u>	Hourly <input type="checkbox"/>	Daily <input checked="" type="checkbox"/>	Annually <input type="checkbox"/>

*(Onshore Only)*

Bonus: _____	Vacation: _____
Reports To: <u>Superintendent</u>	Department: _____

**NOTES:**

Assigned to the Q5000.  
 Normal crew change begins Nov 30. However, Michael will be offshore until 11/30. We will work with Michael on start date.  
 Michael will need to apply for a TWIC card.

Date New Hire Info Provided to HR: <u>Oct 24, 2014</u>	Provided By: _____
Date New Hire Contacted: <u>Oct 27, 2014</u>	Date NH Accepted: <u>Oct 30, 2014</u>
Date Provided to HR Administration: <u>Oct 24, 2014</u>	Provided By: _____



Hewitt v. Helix  
 Helix 000013



## NEW HIRE ACTION NOTICE

## NEW EMPLOYEE INFORMATION

Last Name: <u>Hewitt</u>	First Name: <u>Michael</u>	Middle Initial: _____
--------------------------	----------------------------	-----------------------

(Offshore Only)

## OFFSHORE TRAVEL / ONBOARDING INFORMATION

1. Is the new hire required on the vessel immediately?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2. If so, please list required by date.	Required By: _____		
3. Is the candidate currently on the vessel or joining the vessel via an agency due to the "urgent staffing need?"	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
4. If so, what agency is he/she with? And when will he/she return to shore?	Agency: _____		Date: _____
5. Is the candidate currently offshore with another company?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
6. If so, when will the candidate return ashore?	Return Date: _____		
7. If the candidate is not offshore with his/her current employer now, will he/she return to work with his/her current employer for one more rotation before joining Helix?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
8. If so, what date will he/she return and how long is the rotation?	Date: _____	Rotation: _____	

## TRAVEL DOCUMENTS REQUIRED

Does new hire have a passport?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If not, has he applied for one?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Does new hire have a TWIC card?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If not, has he applied for one?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

## HESG HUMAN RESOURCES PROCESSING REQUIRED

Bahamas Certificate of Competency <input type="checkbox"/>	Vanuatu Certificate of Competency <input type="checkbox"/>	Letter of Intent <input type="checkbox"/>
MOHA <input type="checkbox"/>	WORK PERMIT <input type="checkbox"/>	VISA <input type="checkbox"/>

## REQUIRED TRAINING PRIOR TO JOINING THE VESSEL

New Hire Orientation <input type="checkbox"/>	N55 Training <input type="checkbox"/>	Safety Training <input type="checkbox"/>	Rigging Training <input type="checkbox"/>
Safe Gulf / RigPass Training <input type="checkbox"/>	Helicopter Landing Officer <input type="checkbox"/>	Heli-Deck Assistant <input type="checkbox"/>	HUET Course <input type="checkbox"/>
STCW-95 Basic Training <input type="checkbox"/>	Crane Operations Training <input type="checkbox"/>	Basic / Adv Firefighting <input type="checkbox"/>	Survival Craft <input type="checkbox"/>

Date New Hire Info Provided to HR: <u>Oct 24, 2014</u>	Provided By: _____
Date New Hire Contacted: <u>Oct 27, 2014</u>	Date NH Accepted: <u>Oct 30, 2014</u>
Date Provided to HR Administration: <u>Oct 24, 2014</u>	Provided By: _____

Hewitt v. Helix  
Helix 000014

19-20023.307

JA 104

**Helix Energy Solutions Verification of  
Employment for M. Hewitt (Dec. 6, 2016)**

To Whom It May Concern:

This letter serves as verification of employment for Mr. Michael Hewitt. Mr. Hewitt has been employed by Helix Energy Solutions Group, Inc. on a full-time basis since December 29, 2014. Mr. Hewitt is an offshore employee on one of our vessels. His current position is a Tool Pusher in which he earns approximately \$213,744 .00 based on his daily rate of \$1,171.20. The vessel work schedule consists of a rotation of four weeks on the vessel and four weeks off. Since Mr. Hewitt is an offshore employee and is not required to work out of the corporate office, it is not necessary for him to live in Texas.

If you need any further information or have any questions, please feel free to contact me. at 281-848-6638.

Sincerely,

[handwritten: signature]

Jessica Bonilla  
HR Assistant

**Exhibit 10 to M. Hewitt Deposition, Excerpt  
of Helix ESG Employee Handbook for  
US Employees**

**9.2 WAGE DEDUCTION AUTHORIZATION**

I understand and agree that my employer, Helix ESG Energy Solutions Group (the Company), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for the Company's group medical/dental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. If I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
4. Charges incurred by me that are not covered under the Travel Policy.
5. Charges incurred by me or the company that are the result of negligence on my part.
6. The fair market value of company property not returned or damaged upon termination of employment.

JA 106

I agree that the Company may deduct money from my pay under the above circumstances, or if any of the above situations occur.

[handwritten: signature]    [handwritten: 12/29/2014]

Employee Signature

Date

[handwritten: Michael Hewitt]

Employee's Name - Printed



**Exhibit 3 to B. Butler Deposition, Helix Energy Solutions Job Description**

Job Title: Toolpusher  
 Reports To: Superintendent  
 Division: Well Ops US  
 Department: Operations  
 Location: Well Ops Intervention Vessel  
           ○ Onshore ● \*Offshore

Basic Function: The Toolpusher works with the Superintendent during the day and assists to supervise all work that the vessel is contracted out to do.

Keeps the Superintendent informed of any incidents, deviation of program or other information that might be relevant to the safety and success of the operation. The ultimate goal being to provide a safe, cost effective, quality service to the satisfaction of the Client and Company

#	Duties	Authority	*Percent of Time
*Percentages do not apply to Offshore employees as those change based on vessel(s)/project(s)			
1	Has experience in drilling, completion, well intervention,		

JA 108

	construction and sub sea operations:		
2	Oversees and assists the Driller in the execution of the program.	II	
3	To have a good understanding and be able to advise on rig capabilities.	III	
4	To be able to work with the Client and 3rd parties to ensure programs are carried out safely and effectively.	II	
5	Ensures that the deck crew led by the Crane Operator organizes the checks.	II	
6	Assists the crew in developing JSA's and lifting plans.	II	
7	Operate the drilling unit in accordance with safe and acceptable practices within company guide lines/policy	II	
8	Conduct pre-tour meetings with all crews to communicate daily objectives, special instructions, safety	I	

JA 109

	precautions and training activities as required		
9	Attend appropriate well control schools. Maintain appropriate well control certification and operate the drilling unit in accordance with safe well control practices and in compliance with local regulatory requirements.	I	
10	Supervise, develop and maintain good working relationships with other department heads, supervisors, operators representatives, subcontractors and other personnel on the drilling unit.	II	
11	Ensure that rig equipment is maintained in compliance with the Company's Preventive Maintenance Program within area of responsibility. Operate in such a manner which results in	II	

JA 110

	achieving the Operating Plan and objectives.		
12	Be knowledgeable of all Company safety policies and procedures that pertain to your area of responsibility, including fire fighting, emergency and lifesaving equipment and emergency response. Actively lead and participate in safety discussions, safety drills and inspections.	II	

Complete other duties and/or projects as required and assigned by management.

<b>Definition of Authority:</b>	
Authority I	To act.
Authority II	To act but inform the person whom he reports to and other interested parties.
Authority III	To consult before acting.
<b>QUALIFICATIONS</b>	
<b>*Education:</b>	High School Diploma
<b>*Experience:</b>	The Company primarily promotes experienced Drillers to this position. New hires will preferably possess current experience as a Toolpusher on floater.

JA 111

	Successfully pass National Institute of Drug Abuse and Department of Transportation drug screen, or equivalent if non-US hiring location.
	Successfully demonstrate physical ability to perform essential job functions.
	Must successfully pass pre-placement medical examination.
	Must meet company age requirement as per Helix Policy Manual.
	Must be able to perform Job functions safely.
	Must be able to comply with Company rules.
	Must successfully satisfy all applicable international regulatory body and client training certification and/or marine license/document requirements.
<b>*Skills:</b>	The Company primarily promotes experienced Drillers to this position.
	* * *

(\*Required)

JA 112

**M. Hewitt Paystubs**

(See insert next page)

SUMMARY						
			GROSS PAY		PRE-TAX DEDUCTIONS	
			CURRENT	YTD	CURRENT	YTD
			2693.50	2693.50	0.00	0.00
TAX DEDUCTIONS		OTHER DEDUCTIONS		NET PAY		
CURRENT	YTD	CURRENT	YTD	CURRENT	YTD	
625.05	625.05	0.00	0.00	2056.95	2056.95	

EARNINGS							DEDUCTIONS		
DESCRIPTION	START	END	HRS	RATE	AMT	YTD	DESCRIPTION	AMOUNT	YTD
Training Day			2.00	1341.00	2682.00	2682.00	Federal Tax	317.20	317.20
Imputed Income			0.00		11.50	11.50	Social Security	167.00	167.00
							Medicare	39.06	39.06
							LA State Tax	101.79	101.79
MESSAGE									

EMPLOYEE NAME	EMPLOYEE NUMBER	SSN	ORGANIZATION	
Michael J. Hewitt	21147	XXX-XX-5557	HLXESG.WELLOPS.1201.Operations Marine 3505 W Sam Houston Pkwy N, Suite 400 Houston, TX 77043	
PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	CHECK NUMBER	
12/21/14	01/03/15	01/09/15	55041224	
FILING STATUS	EXEMPTIONS	ADD. W/H		
Federal	Married	0.00	0.00	
BASE SALARY	SICK ACCRUED PER PAY PERIOD	SICK BALANCE	VAC ACCRUED PER PAY PERIOD	VAC BALANCE
1,341.00/Daily				

NET PAY DISTRIBUTION				
Deposit/Check Number	Bank Name	Account Type	Account Number	Amount
55041224	American Bank and Trust	Checking Account	XXX0924	2056.95

Michael J. Hewitt  
12725 SPITALE ROAD,  
Amite, LA 70422

Hewitt v. Helix  
Helix 0000023.217

SUMMARY						
			GROSS PAY		PRE-TAX DEDUCTIONS	
			CURRENT	YTD	CURRENT	YTD
			1361.70	37732.70	243.35	1226.24
TAX DEDUCTIONS			OTHER DEDUCTIONS		NET PAY	
CURRENT			CURRENT		CURRENT	
YTD			YTD		YTD	
186.21			0.00		911.44	
13413.17			0.00		23026.59	

EARNINGS							DEDUCTIONS		
DESCRIPTION	START	END	HRS	RATE	AMT	YTD	DESCRIPTION	AMOUNT	YTD
Deck Pay			0.00		0.00	28161.00	Federal Tax	79.55	8960.41
Travel Day			1.00	1341.00	1341.00	4023.00	Social Security	71.83	2300.81
Training Day			0.00		0.00	2682.00	Medicare	16.80	538.09
Travel Amt			0.00		0.00	400.00	LA State Tax	18.03	1613.86
Training Amt			0.00		0.00	2400.00	Medical EE	189.69	569.07
Imputed income			0.00		20.70	66.70	Vision EE	5.58	22.32
							Dental EE	7.85	31.40
							Def 401k	40.23	603.45
MESSAGE									

EMPLOYEE NAME	EMPLOYEE NUMBER	SSN	ORGANIZATION	
Michael J. Hewitt	21147	XXX-XX-5557	HLXESG.WELLOPS.1201.Operations Marine 3505 W Sam Houston Pkwy N, Suite 400 Houston, TX 77043	
PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	CHECK NUMBER	
02/15/15	02/28/15	03/06/15	57179788	
FILING STATUS	EXEMPTIONS	ADD. W/H		
Federal	Married	0.00	0.00	
BASE SALARY	SICK ACCRUED PER PAY PERIOD	SICK BALANCE	VAC ACCRUED PER PAY PERIOD	VAC BALANCE
1,341.00/Daily				

NET PAY DISTRIBUTION					
Deposit/Check Number	Bank Name	Account Type	Account Number		Amount
57179788	American Bank and Trust	Checking Account	XXX0924		911.44

Michael J. Hewitt  
12725 SPITALE ROAD,  
Amite, LA 70422



SUMMARY					
		GROSS PAY		PRE-TAX DEDUCTIONS	
		CURRENT	YTD	CURRENT	YTD
		3880.70	178534.20	318.92	7880.27
TAX DEDUCTIONS		OTHER DEDUCTIONS		NET PAY	
CURRENT	YTD	CURRENT	YTD	CURRENT	YTD
470.58	58623.02	0.00	0.00	3070.50	111715.81

EARNINGS						DEDUCTIONS			
DESCRIPTION	START	END	HRS	RATE	AMT	YTD	DESCRIPTION	AMOUNT	YTD
Emp StBy Day			0.00		0.00	16168.10	Federal Tax	307.60	41053.81
Deck Pay			3.00	1220.00	3660.00	147923.00	Social Security	0.00	7347.00
Travel Day			0.00		0.00	8046.00	Medicare	53.32	2544.37
Training Day			0.00		0.00	2682.00	LA State Tax	109.66	7677.84
Travel Amt			0.00		0.00	400.00	Vision EE	5.58	89.28
Training Amt			0.00		0.00	2400.00	Dental EE	7.85	125.60
Commute Stipend			0.00		200.00	600.00	Medical EE	189.69	2845.35
Imputed Income			0.00		20.70	315.10	Def 401k	115.80	4820.04
MESSAGE									

EMPLOYEE NAME	EMPLOYEE NUMBER	SSN	ORGANIZATION	
Michael J. Hewitt	21147	XXX-XX-5557	HLXESG.WELLOPS.1201.Operations Marine 3505 W Sam Houston Pkwy N, Suite 400 Houston, TX 77043	
PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	CHECK NUMBER	
08/02/15	08/15/15	08/21/15	61553155	
FILING STATUS	EXEMPTIONS	ADD. W/H		
Federal	Married	6.00	0.00	
BASE SALARY	SICK ACCRUED PER PAY PERIOD	SICK BALANCE	VAC ACCRUED PER PAY PERIOD	VAC BALANCE
1,220.00/Daily				

NET PAY DISTRIBUTION					
Deposit/Check Number	Bank Name	Account Type	Account Number		Amount
61553155	American Bank and Trust	Checking Account	XXX0924		3070.50

Michael J. Hewitt  
12725 SPITALE ROAD,  
Amite, LA 70422

SUMMARY						
			GROSS PAY		PRE-TAX DEDUCTIONS	
			CURRENT	YTD	CURRENT	YTD
			5100.70	183634.90	355.52	8235.79
TAX DEDUCTIONS		OTHER DEDUCTIONS		NET PAY		
CURRENT	YTD	CURRENT	YTD	CURRENT	YTD	
781.01	59404.03	0.00	0.00	3943.47	115659.28	

EARNINGS							DEDUCTIONS			
DESCRIPTION	START	END	HRS	RATE	AMT	YTD	DESCRIPTION	AMOUNT	YTD	
Emp StBy Day			0.00		0.00	16168.10	Federal Tax	544.10	41597.91	
Deck Pay			4.00	1220.00	4880.00	152803.00	Social Security	0.00	7347.00	
Travel Day			0.00		0.00	8046.00	Medicare	71.02	2615.39	
Training Day			0.00		0.00	2682.00	LA State Tax	165.89	7843.73	
Travel Amt			0.00		0.00	400.00	Vision EE	5.58	94.86	
Training Amt			0.00		0.00	2400.00	Dental EE	7.85	133.45	
Commute Stipend			0.00		200.00	800.00	Medical EE	189.69	3035.04	
Imputed Income			0.00		20.70	335.80	Def 401k	152.40	4972.44	
MESSAGE										

EMPLOYEE NAME	EMPLOYEE NUMBER	SSN	ORGANIZATION	
Michael J. Hewitt	21147	XXX-XX-5557	HLXESG.WELLOPS.1201.Operations Marine 3505 W Sam Houston Pkwy N, Suite 400 Houston, TX 77043	
PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	CHECK NUMBER	
08/16/15	08/29/15	09/04/15	61912652	
FILING STATUS	EXEMPTIONS	ADD. W/H		
Federal	Married	6.00	0.00	
BASE SALARY	SICK ACCRUED PER PAY PERIOD	SICK BALANCE	VAC ACCRUED PER PAY PERIOD	VAC BALANCE
1,220.00/Daily				

NET PAY DISTRIBUTION					
Deposit/Check Number	Bank Name	Account Type	Account Number		Amount
61912652	American Bank and Trust	Checking Account	XXX0924		3943.47

Michael J. Hewitt  
12725 SPITALE ROAD,  
Amite, LA 70422

SUMMARY						
			GROSS PAY		PRE-TAX DEDUCTIONS	
			CURRENT	YTD	CURRENT	YTD
			7538.36	221933.02	631.84	10194.87
TAX DEDUCTIONS		OTHER DEDUCTIONS		NET PAY		
CURRENT	YTD	CURRENT	YTD	CURRENT	YTD	
1529.29	69800.52	0.00	0.00	5358.87	141523.71	

EARNINGS						DEDUCTIONS			
DESCRIPTION	START	END	HRS	RATE	AMT	YTD	DESCRIPTION	AMOUNT	YTD
Emp StBy Day			0.00		0.00	16168.10	Federal Tax	1085.02	49666.02
Deck Pay			6.00	1220.00	7320.00	190623.00	Social Security	0.00	7347.00
Travel Day			0.00		0.00	8046.00	Medicare	166.03	3319.64
Training Day			0.00		0.00	2682.00	LA State Tax	276.24	9467.86
Travel Amt			0.00		0.00	400.00	Vision EE	11.16	117.18
Training Amt			0.00		0.00	2400.00	Dental EE	15.70	164.85
Commute Stipend			0.00		200.00	1200.00	Medical EE	379.38	3793.80
Imputed Income			0.00		18.36	413.92	Def 401k	225.60	6119.04
MESSAGE									

EMPLOYEE NAME	EMPLOYEE NUMBER	SSN	ORGANIZATION	
Michael J. Hewitt	21147	XXX-XX-5557	HLXESG.WELLOPS.1201.Operations Marine 3505 W Sam Houston Pkwy N, Suite 400 Houston, TX 77043	
PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	CHECK NUMBER	
10/11/15	10/24/15	10/30/15	63314416	
FILING STATUS	EXEMPTIONS	ADD. W/H		
Federal	Married	6.00	0.00	
BASE SALARY	SICK ACCRUED PER PAY PERIOD	SICK BALANCE	VAC ACCRUED PER PAY PERIOD	VAC BALANCE
1,220.00/Daily				

NET PAY DISTRIBUTION					
Deposit/Check Number	Bank Name	Account Type	Account Number		Amount
63314416	American Bank and Trust	Checking Account	XXX0924		5358.87

Michael J. Hewitt  
12725 SPITALE ROAD,  
Amite, LA 70422

SUMMARY					
		GROSS PAY		PRE-TAX DEDUCTIONS	
		CURRENT	YTD	CURRENT	YTD
		14858.36	253889.74	648.32	11558.71
TAX DEDUCTIONS		OTHER DEDUCTIONS		NET PAY	
CURRENT	YTD	CURRENT	YTD	CURRENT	YTD
4321.41	79323.82	0.00	0.00	9870.27	162556.57

EARNINGS						DEDUCTIONS			
DESCRIPTION	START	END	HRS	RATE	AMT	YTD	DESCRIPTION	AMOUNT	YTD
Emp StBy Day			0.00		0.00	16168.10	Federal Tax	3328.29	57039.63
Deck Pay			12.00	1220.00	14640.00	222343.00	Social Security	0.00	7347.00
Travel Day			0.00		0.00	8046.00	Medicare	344.40	4061.08
Training Day			0.00		0.00	2682.00	LA State Tax	648.72	10876.11
Travel Amt			0.00		0.00	400.00	Vision EE	5.58	128.34
Training Amt			0.00		0.00	2400.00	Dental EE	7.85	180.55
Commute Stipend			0.00		200.00	1400.00	Medical EE	189.69	4173.18
Imputed Income			0.00		18.36	450.64	Def 401k	445.20	7076.64
MESSAGE									

EMPLOYEE NAME	EMPLOYEE NUMBER	SSN	ORGANIZATION	
Michael J. Hewitt	21147	XXX-XX-5557	HLXESG.WELLOPS.1201.Operations Marine 3505 W Sam Houston Pkwy N, Suite 400 Houston, TX 77043	
PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	CHECK NUMBER	
11/08/15	11/21/15	11/25/15	64110409	
FILING STATUS	EXEMPTIONS	ADD. WH		
Federal	Married	6.00	0.00	
BASE SALARY	SICK ACCRUED PER PAY PERIOD	SICK BALANCE	VAC ACCRUED PER PAY PERIOD	VAC BALANCE
1,220.00/Daily				

NET PAY DISTRIBUTION					
Deposit/Check Number	Bank Name	Account Type	Account Number		Amount
64110409	American Bank and Trust	Checking Account	XXX0924		9870.27

Michael J. Hewitt  
12725 SPITALE ROAD,  
Amite, LA 70422

JA 113

**M. Hewitt Pay Slip for Nov. 23, 2016**

(See insert next page)



# HLX Offshore Employee Self Service

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[Diagnostics](#)
[Home](#)
[Logout](#)
[Preferences](#)
[Help](#)

## Payslip

Employee Name **Hewitt, Michael**  
 Organization Email Address

Employee Number **21147**  
 Business Group **Helix US BG**

Choose a Payslip

Employee **Michael J. Hewitt**  
 Job Title **Tool Pusher..E**  
 National Identifier **[REDACTED]**  
 Employee Number **21147**  
 Latest Hire Date **29-Dec-2014**  
 Original Hire Date **29-Dec-2014**  
 Adjusted Service Date  
 Assignment Number **21147**  
 Location **US.TX.Houston.Helix Corporate**  
 Position  
 Payroll **Helix Bi-Weekly Payroll**  
 Employee Address **12725 SPITALE ROAD  
 Amite  
 LA  
 70422**

Employer name **HLXESG.WELLOPS.1201.Operations  
 Marine**  
 Employer Phone Number  
 Organization **HLXESG.WELLOPS.1201.Operations  
 Marine**  
 Pay Calculation Method  
 Pay Basis **Daily**  
 Frequency **Week**  
 Shift  
 Bargaining Unit  
 Collective Agreement  
 Contract  
 Employer Address **3505 W Sam Houston Pkwy N  
 Suite 400  
 Houston  
 TX  
 77043**

### Pay Period and Salary

Pay Period	Payment Date	Pay Begin Date	Pay End Date	Pay Rate	Annual Salary
Bi-Week	23-Nov-2016	06-Nov-2016	19-Nov-2016	1171.20	213744.00

### Summary

Current or YTD	Gross	Pre-Tax	Taxes	Deductions	Net Pay
Current	4902.21	797.02	586.83	0.00	3500.95
YTD	202476.69	13595.65	58455.91	0.00	130000.64

### Hours and Earnings

Description	Start Date	End Date	Current Hours	Current Amount	YTD Hours	YTD Amount
Deck Pay			4.00	4684.80	172.00	194041.00
Holiday Pay				0.00	2.00	2440.00
Imputed Income				17.41		424.49
Travel Amt				0.00		600.00
Training Amt				0.00		2571.20
Commute Stipend				200.00		2400.00

### Rate Details



HEWITT 000036

Pre-Tax Deductions			Taxes		
Description	Current	YTD	Description	Current	YTD
Vision EE	11.16	133.80	Federal Tax	387.97	40011.18
Dental EE	15.70	188.11	Social Security	0.00	7347.00
Medical EE	379.38	4545.54	Medicare	65.44	2865.33
Def 401k	390.78	8728.20	LA State Tax	133.42	8232.40

After-Tax Deductions		
Description	Current	YTD
No results found.		

Tax Withholding Information						
Type	Marital Status	Exemptions	Secondary Exemptions	Additional Amount	Override Amount	Override Percentage
Federal	Married	6		0.00	0.00	0
Texas	No State Withholding Tax	0		0.00	0.00	0
Louisiana	Married	2	0	0.00	0.00	0

Net Pay Distribution				
Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
73591648	American Bank and Trust	C	XXXX [REDACTED]	3500.95

TP Pay Distribution				
Check/Deposit Number	Bank Name	Account Type	Account Number	Amount
No results found.				

JA 114

**M. Hewitt W-2 Wage and Tax Statement for  
Years 2015, 2016, 2017**

(See insert next page)



Control number 65932060		Employer identification number 95 3409686		<b>COPY B To Be Filed With Employee's FEDERAL Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N, Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 248053.11		2 Federal income tax withheld 57823.95	
		7 Social security tips		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 255318.15		6 Medicare tax withheld 4199.98	
Employee's first name and init Michael J Last Name Hewitt Suffix  12725 SPITALE ROAD Amite LA 70422  Employee's address and ZIP code		9		10 Dependent care benefits		11 Nonqualified plans	
		12a C   487.36		13 Statutory Employee <input type="checkbox"/>  Retirement Plan <input checked="" type="checkbox"/>  Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   7265.04					
		12c DD   14495.90					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 248053.11	17 State income tax 11091.01	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

This information is being furnished to the Internal Revenue Service

**Form W-2 Wage and Tax Statement 2015** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 65932060		Employer identification number 95 3409686		<b>COPY C For Employee's Records (See Notice to Employee on back of Copy B)</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N, Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 248053.11		2 Federal income tax withheld 57823.95	
		7 Social security tips		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 255318.15		6 Medicare tax withheld 4199.98	
Employee's first name and init Michael J Last Name Hewitt Suffix  12725 SPITALE ROAD Amite LA 70422  Employee's address and ZIP code		9		10 Dependent care benefits		11 Nonqualified plans	
		12a C   487.36		13 Statutory Employee <input type="checkbox"/>  Retirement Plan <input checked="" type="checkbox"/>  Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   7265.04					
		12c DD   14495.90					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 248053.11	17 State income tax 11091.01	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

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**Form W-2 Wage and Tax Statement 2015** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 65932060		Employer identification number 95 3409686		<b>Copy 1 To Be Filed With Employee's State, City, or Local Income Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N, Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 248053.11		2 Federal income tax withheld 57823.95	
		7 Social security tips		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 255318.15		6 Medicare tax withheld 4199.98	
Employee's first name and init Michael J Last Name Hewitt Suffix  12725 SPITALE ROAD Amite LA 70422  Employee's address and ZIP code		9		10 Dependent care benefits		11 Nonqualified plans	
		12a C   487.36		13 Statutory Employee <input type="checkbox"/>  Retirement Plan <input checked="" type="checkbox"/>  Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   7265.04					
		12c DD   14495.90					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 248053.11	17 State income tax 11091.01	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

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**Form W-2 Wage and Tax Statement 2015** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 65932060		Employer identification number 95 3409686		<b>Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N, Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 248053.11		2 Federal income tax withheld 57823.95	
		7 Social security tips		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 255318.15		6 Medicare tax withheld 4199.98	
Employee's first name and init Michael J Last Name Hewitt Suffix  12725 SPITALE ROAD Amite LA 70422  Employee's address and ZIP code		9		10 Dependent care benefits		11 Nonqualified plans	
		12a C   487.36		13 Statutory Employee <input type="checkbox"/>  Retirement Plan <input checked="" type="checkbox"/>  Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   7265.04					
		12c DD   14495.90					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 248053.11	17 State income tax 11091.01	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

This information is being furnished to the Internal Revenue Service

Exhibit E

Hewitt-20083-499

Helix 000356

Control number 75532388		Employer identification number 953409686		<b>COPY B To Be Filed With Employee's FEDERAL Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 218863.73		2 Federal income tax withheld 47168.78	
		7 Social security tips 118500.00		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 230231.42		6 Medicare tax withheld 3610.44	
		9		10 Dependent care benefits		11 Nonqualified plans	
Employee's first name and init Michael J Last Name Hewitt Suffix  131 WHIPPOORWILL DRIVE Oak Ridge TN 37830  Employee's address and ZIP code		12a C   459.31		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   11367.69					
		12c DD   15613.73					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 218863.73	17 State income tax 9609.63	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

This information is being furnished to the Internal Revenue Service

**Form W-2 Wage and Tax Statement 2016** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 75532388		Employer identification number 953409686		<b>COPY C For Employee's Records (See Notice to Employee on back of Copy B)</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 218863.73		2 Federal income tax withheld 47168.78	
		7 Social security tips 118500.00		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 230231.42		6 Medicare tax withheld 3610.44	
		9		10 Dependent care benefits		11 Nonqualified plans	
Employee's first name and init Michael J Last Name Hewitt Suffix  131 WHIPPOORWILL DRIVE Oak Ridge TN 37830  Employee's address and ZIP code		12a C   459.31		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   11367.69					
		12c DD   15613.73					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 218863.73	17 State income tax 9609.63	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

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**Form W-2 Wage and Tax Statement 2016** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 75532388		Employer identification number 953409686		<b>Copy 1 To Be Filed With Employee's State, City, or Local Income Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 218863.73		2 Federal income tax withheld 47168.78	
		7 Social security tips 118500.00		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 230231.42		6 Medicare tax withheld 3610.44	
		9		10 Dependent care benefits		11 Nonqualified plans	
Employee's first name and init Michael J Last Name Hewitt Suffix  131 WHIPPOORWILL DRIVE Oak Ridge TN 37830  Employee's address and ZIP code		12a C   459.31		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   11367.69					
		12c DD   15613.73					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 218863.73	17 State income tax 9609.63	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

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**Form W-2 Wage and Tax Statement 2016** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 75532388		Employer identification number 953409686		<b>Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 218863.73		2 Federal income tax withheld 47168.78	
		7 Social security tips 118500.00		3 Social security wages 118500.00		4 Social security tax withheld 7347.00	
		8 Allocated tips		5 Medicare wages and tips 230231.42		6 Medicare tax withheld 3610.44	
		9		10 Dependent care benefits		11 Nonqualified plans	
Employee's first name and init Michael J Last Name Hewitt Suffix  131 WHIPPOORWILL DRIVE Oak Ridge TN 37830  Employee's address and ZIP code		12a C   459.31		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   11367.69					
		12c DD   15613.73					
		12d					
15 State LA	Employer's State ID number 5011903001	16 State wages, tips etc. 218863.73	17 State income tax 9609.63	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

This information is being furnished to the Internal Revenue Service

Exhibit E

Hewitt 19-20083-500

Helix 000357

Control number 85312215		Employer identification number 953409686		<b>COPY B To Be Filed With Employee's FEDERAL Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 143680.96		2 Federal income tax withheld 33075.65	
		7 Social security tips		3 Social security wages 127200.00		4 Social security tax withheld 7886.40	
		8 Allocated tips		5 Medicare wages and tips 156433.78		6 Medicare tax withheld 2268.29	
Employee's first name and init Michael J Last Name Hewitt Suffix 131 WHIPPOORWILL DRIVE Oak Ridge TN 37830 Employee's address and ZIP code		9 Verification code		10 Dependent care benefits		11 Nonqualified plans	
		12a C   278.56		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   12752.82					
		12c DD   10666.14					
12d							
15 State	Employer's State ID number	16 State wages, tips etc.	17 State income tax	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

This information is being furnished to the Internal Revenue Service

**Form W-2 Wage and Tax Statement 2017** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 85312215		Employer identification number 953409686		<b>COPY C For Employee's Records (See Notice to Employee on back of Copy B)</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 143680.96		2 Federal income tax withheld 33075.65	
		7 Social security tips		3 Social security wages 127200.00		4 Social security tax withheld 7886.40	
		8 Allocated tips		5 Medicare wages and tips 156433.78		6 Medicare tax withheld 2268.29	
Employee's first name and init Michael J Last Name Hewitt Suffix 131 WHIPPOORWILL DRIVE Oak Ridge TN 37830 Employee's address and ZIP code		9 Verification code		10 Dependent care benefits		11 Nonqualified plans	
		12a C   278.56		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   12752.82					
		12c DD   10666.14					
12d							
15 State	Employer's State ID number	16 State wages, tips etc.	17 State income tax	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

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**Form W-2 Wage and Tax Statement 2017** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 85312215		Employer identification number 953409686		<b>Copy 1 To Be Filed With Employee's State, City, or Local Income Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 143680.96		2 Federal income tax withheld 33075.65	
		7 Social security tips		3 Social security wages 127200.00		4 Social security tax withheld 7886.40	
		8 Allocated tips		5 Medicare wages and tips 156433.78		6 Medicare tax withheld 2268.29	
Employee's first name and init Michael J Last Name Hewitt Suffix 131 WHIPPOORWILL DRIVE Oak Ridge TN 37830 Employee's address and ZIP code		9 Verification code		10 Dependent care benefits		11 Nonqualified plans	
		12a C   278.56		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   12752.82					
		12c DD   10666.14					
12d							
15 State	Employer's State ID number	16 State wages, tips etc.	17 State income tax	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

This information is being furnished to the Internal Revenue Service

**Form W-2 Wage and Tax Statement 2017** OMB No. 1545-0008 Department of the Treasury - Internal Revenue Service

Control number 85312215		Employer identification number 953409686		<b>Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return</b>			
Employer's name, address and zip code HELIX ENERGY SOLUTIONS GROUP INC 3505 W Sam Houston Pkwy N Suite 400 Houston TX 77043		Employee's SSN [REDACTED]		1 Wages, tips, other compensation 143680.96		2 Federal income tax withheld 33075.65	
		7 Social security tips		3 Social security wages 127200.00		4 Social security tax withheld 7886.40	
		8 Allocated tips		5 Medicare wages and tips 156433.78		6 Medicare tax withheld 2268.29	
Employee's first name and init Michael J Last Name Hewitt Suffix 131 WHIPPOORWILL DRIVE Oak Ridge TN 37830 Employee's address and ZIP code		9 Verification code		10 Dependent care benefits		11 Nonqualified plans	
		12a C   278.56		13 Statutory Employee <input type="checkbox"/> Retirement Plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>		14 Other	
		12b D   12752.82					
		12c DD   10666.14					
12d							
15 State	Employer's State ID number	16 State wages, tips etc.	17 State income tax	18 Local wages, tips etc.	19 Local income tax	20 Locality name	

Exhibit E

Hewitt 10-20083-501

Helix 000358

This information is being furnished to the Internal Revenue Service