

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

**CRYSTAL HILBORN, EDEN WHEELER,
AMBER BASHAM, KALIE BROWN,
AMBER MAXWELL, STACY JONES,
ELEXAS PIETY and JENNIFER CLIFTON,
Each Individually and on Behalf of
Others Similarly Situated**

PLAINTIFFS

vs.

No. 4:11-CV-0124 BSM

**VISION'S, individually and d/b/a VISIONS and/or
d/b/a VISIONS CABARET; RICKY J. EDGE,
Individually and d/b/a VISIONS and/or
VISIONS CABARET; MINOR BOOTH, Individually
and d/b/a VISIONS and/or VISIONS CABARET;
and WILLIAM MARFOGLIO, Individually
and d/b/a VISIONS and/or VISIONS CABARET**

DEFENDANTS

AFFIDAVIT OF JENNIFER ARMSTRONG

COMES NOW Jennifer Armstrong, after being duly sworn, and does hereby state on oath as follows:

1. I am over the age of eighteen (18) and legally qualified to execute this affidavit.
2. As I have previously informed the Court, I worked as a bartender at Vision's, d/b/a Visions in North Little Rock, Arkansas, beginning from September 2004 (when Visions opened) through November 2010 while I pursued a Bachelor's Degree in Sociology at the University of Central Arkansas.
3. I continue to be a resident and domiciliary of Pulaski County, Arkansas.

4. Despite the absurd, baseless, and patently offensive claims of Darren Gambill and Edward Walker, I have no financial stake or interest of any kind in the outcome of the current litigation. I have no claims against Defendants.

5. I will first discuss the untruths set forth in the Affidavit of Darren Gambill.

6. I have never spoken to Darren Gambill regarding this lawsuit. We have not spoken since Affiant Edward Walker and I broke up in March of 2011. Mr. Gambill and I saw each other at a funeral a few months ago, and did not speak not speak to each other.

7. I have not spoken to Mr. Gambill about anything at all since March 2011, let alone my involvement in or anything about this case.

8. In March 2011, I hadn't even met with Mr. Sanford yet; thus, it is impossible that the conversation Mr. Gambill describes ever occurred, as we cut off all contact when my relationship with Mr. Walker ended.

9. I will now discuss the untruths set forth in the Affidavit of Edward Walker.

10. I met Edward Walker in February of 2009—not 2008.

11. Sometime in the early months of 2011, before we broke up, Mr. Walker sent me a text while I was at work. The text message said that the "old men" who frequent his bar during the day shift (formerly All-Stars, now Tailgaters) saw the Visions lawsuit in the paper. I googled this to see if it was

true, and to get more information about what was going on. I was naturally curious, as I had worked at Visions for more than six (6) years.

12. Later that evening, after talking to an ex-manager of Visions, I discussed the lawsuit further with Mr. Walker—specifically, that we both had always known that the club's treatment of the dancers that worked there was wrong—we just hadn't known it was illegal as well.

13. Mr. Walker encouraged me to meet with Mr. Sanford, and specifically told me to mention that Billy Marfoglio was not legally allowed to work for Visions. Mr. Walker also told me that Minor Booth kept an extra Casio register at Billy Marfoglio's home, used to recreate the cash register receipts to reflect barely more than credit card totals; hence paying less taxes.

14. Mr. Walker gave me a business card for James Chandler, Arkansas Alcohol and Beverage Control, and encouraged me to "turn them in." He told me that he and his employer at Tailgaters had discussed my part in the lawsuit, should I decide to get involved as an affiant for the dancers, and told me his employer also encouraged me to continue.

15. Mr. Walker encouraged me to file, under the condition that his close friend Darren Gambill not be affected negatively. I told him that as far as I knew, the lawsuit was regarding past wages owed, and had nothing to do with Mr. Marfoglio or Mr. Gambill.

16. I objected to sharing the information that Mr. Walker set forth and said that I wouldn't discuss business dealings of any kind with Mr. Sanford. Mr.

Walker argued with me again, repeating his opinion that “Minor and Billy deserve[d] it.”

17. At the end of our relationship, Mr. Walker is correct in saying that we argued regarding the lawsuit—we argued about whether or not I should get involved at all, as I had yet to meet with Mr. Sanford at that point, and yet to dictate, draft, or sign any kind of affidavit.

18. I remember during one argument, Mr. Walker stated that he had been to Visions the night before and had discussed my part in the lawsuit with club management and employees. When I asked why, he said that my name was in the paper as a Plaintiff. I told him that was impossible, as I was not a dancer, and therefore not eligible to be a plaintiff or garner any winnings/income from said lawsuit; furthermore, as I had not yet met with Mr. Sanford, there was no way my name could have been in any paper.

19. Mr. Sanford and I met for the first time after Mr. Walker and I ended our relationship. There would have been no discussion about the specifics of my involvement in the lawsuit or the affidavit between Mr. Walker and I, as our breakup was a very disruptive one, and we are no longer on speaking terms.

20. After our breakup, I cut off all contact with Mr. Walker. I changed my phone number and address, and did not provide him with my updated information. He has no ability to contact me.

21. My affidavit was not so much as even thought of, let alone created or signed until well into the summer months, long after Mr. Walker and I ceased all communication.

22. I find Mr. Walker's statements in the affidavit defending Visions and Minor Booth to be strange and completely incongruous with the things he shared with me in the course of our relationship.

23. At several points in our relationship, Mr. Walker would discuss private business dealings regarding Minor Booth and the way his business was run.

24. Several times over the course of our relationship Mr. Walker talked about how much he despised Minor Booth and Billy Marfoglio, and that he not only wanted me to quit working for them, but he also wished that their shady dealings would be exposed. He told me several times that he had considered calling ABC and telling them to test the alcohol in the bottles at both All-Stars and Visions because both clubs engaged in the practice of refilling top-shelf liquor bottles with bottom-shelf, value-brand alcohol, thereafter selling the cheap alcohol for the top-shelf price.

25. Each time, however, Mr. Walker said that he didn't go through with his desire because there was a chance he and his friend Mr. Gambill could get in trouble.

26. Mr. Walker also told me how the tax returns for Visions are done to conceal income to the club every year and how the cash door fee (amount of money a customer pays to enter the club) is not recorded as income.

27. When I mentioned Mr. Walker's knowledge to Mr. Gambill, he laughed and said "You would think Minor would learn by now not to open his mouth so much."

28. It doesn't surprise me how much blatant perjury is happening in these affidavits. The main reason I left Visions after so many years was because I was told I would have to serve underage dancers alcohol, and that Minor Booth would pay for the attorney and fees should I get arrested.

29. In my time at Visions, I repeatedly saw employees and managers take charges related to the operation of the club or of Minor's other clubs so that Minor wouldn't have to.

30. Being that I have a career, and a child, I couldn't subject myself to that type of danger. I knew that if I stayed and refused to break the law as Minor instructed me to do, he and the other managers at Visions would make my life miserable until I either quit or succumbed to his demands.

31. After eight years of working for Minor, and after working at Visions since 2004, I saw dancers—some no older than 18—so intoxicated they were falling off the stage, passing out at the tables, and puking into trash cans in the dressing rooms. I've seen them have seizures, breakdowns, and fights. I've watched them be treated like dogs, herded like cattle, talked to as if they were nothing. I stood by helpless and watched them be screamed at by management, DJ's, and floor staff. I frequently saw door men refuse to let dancers into the club unless they showed them their breasts. Floor guys often ogled the dancers while they dressed and undressed in the dressing rooms.

32. I watched the dancers be followed out by employees to make sure they weren't meeting with anyone outside of the club.

33. I've seen the dancers be degraded, talked down to, and made to feel like less of a person and I did nothing but stand idly by, believing that I was somehow secure in my air of moral superiority solely because of the difference in thread counts of my outfits versus theirs.

34. This isn't about the money. It was never about money for me. This is about being a woman, a human, and realizing that the way you treat people matters. Even though I doubt this lawsuit will change things, or make it better regarding that type of industry, by involving myself now as an affiant and a witness, I can look back and know I finally stood up for them.

35. It appears to me that these lies about me claiming I would get money from this lawsuit are a childish and unethical attempt to have Mr. Sanford removed as class counsel in this case. Mr. Walker and I NEVER discussed money, and I certainly never told him I would be getting any money as a result of this case, and furthermore Mr. Sanford never offered me any money. On the contrary, he explained to me that my testimony could really shed some light on the violations that were occurring at the club, and while that would be very useful, there was nothing he could do to compensate me for my time in meeting with him, writing affidavits, answering his questions, etc. Mr. Sanford advised me that I could be paid a court-authorized witness fee for appearing at the trial—less than \$100.00—and that was it. I have always understood I was involved in this case for one reason only: to do right by the young women who danced at Visions. There is very little at stake in this case for me personally.

FURTHER Affiant sayeth not.

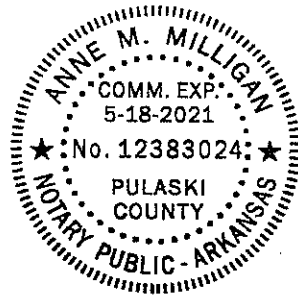

JENNIFER ARMSTRONG

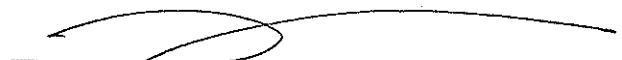
VERIFICATION

STATE OF ARKANSAS)
COUNTY OF PULASKI)

ON this day personally appeared before me the undersigned, a Notary Public in and for the aforesaid county and state, duly and qualifiedly acting, Jennifer Armstrong, to me well known to be the person whose name appears as the creator and signor of the foregoing AFFIDAVIT and stated that he had executed the same for the consideration, uses and purposes therein mentioned and set forth.

Dated this 8th day of November, 2011.




Notary Public