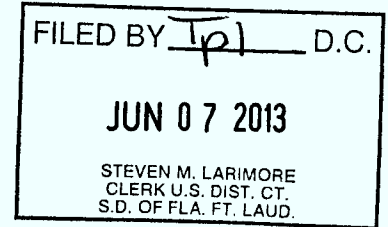


**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION**



Case No.: 0:13-cv-60066-CIV-COHN-SELTZER

ABRAHAM INETIANBOR,

**Plaintiff,**

vs.

CASH CALL, INC.,

**Defendant.**

**PLAINTIFF'S REPLY TO DEFENDANT CASHCALL, INC.'S OPPOSITION TO  
"PLAINTIFF'S MOTION TO RECONSIDER AND REPORT REGARDING THE STATUS  
OF THE CASE"**

Plaintiff hereby files his reply to defendant Cash Call, Inc.'s ("Cash Call"), *opposition to Plaintiff's Motion to reconsider and Report Regarding the Status of the Case.*

1. Plaintiff's motion to reconsider is not vague, rather contains new evidence that was not available at the time of the original opposition to defendant's renewed motion to compel arbitration was filed. The new findings completely contradict Mr. Chasing Hawk and the defendant's claim that Mr. Chasing Hawk "*has no preexisting relationship with either party in this case.*"
2. Defendant's claim that plaintiff agreed to arbitrate by submitting his claim to arbitration has no merit. Plaintiff was only following order by the court before making his plea for reconsideration due to new evidence. In the same manner defendant was following orders when they submitted their initial disclosures before the court compelled arbitration. Reconsideration is

appropriate in this case because **EXHIBIT C** attached shows that this court does support motions to reconsider just as in this case.

3. After the Tribal Chairman's office was notified of the letter signed by Mr. Chasing Hawk, plaintiff was told that the defendant is the single highest employer in the Chasing Hawk household<sup>1</sup>. Knowing fully well that evidence will be required, plaintiff sought to reach out for help to a prominent officer at the office who asked not to be identified. At this time, the court has just entered an order granting defendant's renewed motion to compel arbitration.

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<sup>1</sup> Mr. Chasing Hawk has a large family of 10+ kids and every single one of them has either worked for, currently works at Cash Call or one of its subsidiaries including Western Sky Financial, LLC and Lakota Cash, LLC; or had illegally attempted to conduct an unsuccessful arbitration for the defendant.

4. A call to the chairman's office clearly showed the renewed order by the court was not accepted very well when a comment was made claiming: "They (*meaning Cash Call*) keep playing these Judges." However, plaintiff was quickly directed to publish evidence in support of the claim that the letter signed by Mr. Chasing Hawk was in fact misleading, which led to the "Face book" exhibits.

5. The letter that the defendant claimed was written by Mr. Chasing Hawk was actually written by one of his daughter who works for another of the defendants subsidiary company named Lakota Cash, LLC, which is also currently being sued by the Federal Trade Commission. It was sent to Mr. Chasing Hawk to sign before emailing it to plaintiff, but Mr. Chasing Hawk accidentally *forwarded* the unsigned copy to plaintiff showing the original sender's email

address. See **EXHIBIT A** attached.

6. When plaintiff called to speak to Mr. Chasing Hawk about the unsigned letter, he claimed he asked *Cash Call* to write what they want him to say because he can't use the computer.

Plaintiff's wife heard the conversation and asked Mr. Chasing Hawk if we could record the conversation and Mr. Chasing Hawk immediately hung up the phone. Every other call after this incident was ignored until later that week when Mr. Chasing Hawk answered the phone and immediately said: "I am not able to talk to you because *cash call* will get mad. You have to call the attorney, sorry" and then he hung up the phone.

7. Mr. Chasing Hawk did not only agree with the defendant to mislead this court, but he has shown by his actions to this court that he is truly biased due to conflict of interest. He also has no legal background whatsoever and is incompetent as you can see from the email attached hereon as **EXHIBIT B**. Although Mr. Chasing Hawk has been coached through this entire process, he still doesn't seem to even know the procedure or be on the same page as the defendant who single handedly created the whole arbitration calendar. Also see **EXHIBIT B** attached.

8. When previously asked about the arbitration procedure for the Cheyenne River Sioux Tribe (*if any*), Mr. Chasing Hawk clearly said that the procedure will be whatever this court (*in Florida*) requires us to do. With all these deception, fraud and illegal acts by both the defendant and Mr. Chasing Hawk, plaintiff would rather obtain justice from this court and receive ZERO monetary compensation than accept a MILLION dollar monetary award from Mr. Chasing Hawk. Plaintiff will be able to sleep well at night knowing fully well he is not a party to the illegal actions of the defendant.

9. The livelihood of Mr. Chasing Hawk family is currently dependent upon the existence of Cash Call and its subsidiaries. Mr. Chasing Hawk and his family are both directly and indirectly benefiting from the illegal operations of the defendant and its subsidiary companies. Mr. Chasing Hawk is the “arbitrator” intentionally and single handedly selected by the defendant to arbitrate the matter before this Court. Mr. Chasing Hawk in a signed document denied knowing or having any relations with the defendant, when in fact he and his family have been involved with the defendant for over 12 years; even as far back as Ditech days, before Cash Call’s owner sold Ditech.

10. As in “89 Orange St. Partners v. Arnold, 179 F.3d 656, 665 (9th Cir. 1999)”, Plaintiff’s argument for filling his motion to reconsider meets one of the requirements allowable by law because it is clearly based on newly discovered evidence that was not previously available and as such the Court should reconsider and grant plaintiff’s motion.

WHEREFORE, Plaintiff RESPECTFULLY prays this Honorable Court to reconsider and DENY the defendant’s renewed motion to compel arbitration and all other relief deem proper by the Court.

**RESPECTFULLY Submitted,**

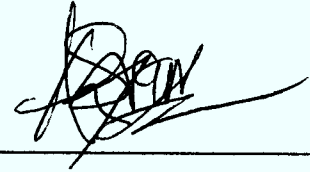
Date: June 7, 2013

By: 

**Abraham Inetianbor  
161 NE 38<sup>th</sup> Street, #52  
Oakland Park, FL 33334  
(954) 616 8291  
[ Plaintiff ]**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the forgoing was filed via the clerk office and served as indicated below on June 7, 2013 on all counsel or parties of record on the following Service List.



---

Abraham Inetianbor

**SERVICE LIST**

**Abraham Inetianbor** (*pro se plaintiff*)  
**161 NE 38<sup>th</sup> Street, #52**  
**Oakland Park, FL 33334**  
**(954) 616 8291**

**Akerman Senterfitt** (*attorney for defendant*)  
**(by USPS mail)**  
**1 S.E. Third Avenue, Suite 2500**  
**Miami, FL 33131**  
**(305) 374 5600**

# **EXHIBIT A**

**Case No.: 0:13-cv-60066-CIV-COHN-SELTZER**



Abraham Inetianbor [redacted]@gmail.com>

**FW: good morning**

2 messages

**Robert Chasing Hawk** <[redacted]@hotmail.com>  
To: "[redacted]@gmail.com" [redacted]@gmail.com>

Fri, May 3, 2013 at 5:35 PM

> From: hr@lakotacash.com  
> To: [redacted]@hotmail.com  
> CC: [redacted]@yahoo.com; [redacted]@cashcall.com  
> Subject: good morning  
> Date: Fri, 3 May 2013 16:13:46 +0000  
>  
> Your letter is attached. Email addresses are listed below.  
>  
>  
> [redacted]@gmail.com  
>  
> [redacted]@cashcall.com  
>

**Bob #2.pdf**  
330K

**Robert Chasing Hawk** <robert\_chasing\_hawk@hotmail.com>  
To: "rootdoctorabe@gmail.com" <rootdoctorabe@gmail.com>

Fri, May 3, 2013 at 5:38 PM

> From: hr@lakotacash.com  
> To: [redacted]@hotmail.com  
> CC: [redacted]@yahoo.com; [redacted]@cashcall.com  
> Subject: FW: good morning  
> Date: Fri, 3 May 2013 16:23:57 +0000  
>  
>  
> Your letter is attached. Email addresses are listed below.  
>  
>  
> [redacted]@gmail.com  
>  
> [redacted]@cashcall.com  
>

**Bob #2.doc**  
658K

# **EXHIBIT B**

**Case No.: 0:13-cv-60066-CIV-COHN-SELTZER**





Abraham Inetianbor <[REDACTED]@gmail.com>

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**CashCall, Inc. v. Inetianbor arbitration: Letter to Tribal Elder Robert Chasing Hawk, Sr. [5-20-13]**

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Robert Chasing Hawk <[REDACTED]@hotmail.com>

Wed, Jun 5, 2013 at 8:53 AM

To: "christopher.carver@akerman.com" <christopher.carver@akerman.com>

Cc: "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>

Christopher S. Carver:

The logistics of the arbitration hearing will be informal and will closely follow the format of a regular court hearing, identifying themselves, opening statements, each party will have ample time to rebuttal as long as the party it is done civilly or until I recognize the redundancy of a statement. Once the party are done making their case, then I will allow a closing statement from each party and I will issue an judgment order within 2 weeks from the date of the hearing. Also, I will have a tape recorder recording the arbitration hearing proceedings.

Robert Chasing Hawk, Sr.  
P.O. Box 808  
Eagle Butte, South Dakota, 57625  
605-604-7535-home  
605-604-1204-cell

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From: christopher.carver@akerman.com

To: [REDACTED]@hotmail.com

CC: [REDACTED]@gmail.com; andrew.shapiro@akerman.com; dary.gonzalez@akerman.com; christopher.carver@akerman.com

Subject: RE: CashCall, Inc. v. Inetianbor arbitration: Letter to Tribal Elder Robert Chasing Hawk, Sr. [5-20-13]

Date: Tue, 4 Jun 2013 19:57:46 +0000

[Quoted text hidden]

Abraham Inetianbor <[REDACTED]@gmail.com>

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**CashCall, Inc. v. Inetianbor arbitration: Letter to Tribal Elder Robert Chasing Hawk, Sr. [5-20-13]**

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christopher.carver@akerman.com <christopher.carver@akerman.com>

Wed, Jun 5, 2013 at 11:54 AM

To: robert\_chasing\_hawk@hotmail.com

Cc: [REDACTED]@gmail.com, andrew.shapiro@akerman.com, cary.gonzalez@akerman.com, christopher.carver@akerman.com

Thank you. My understanding is that Friday's telephonic hearing is only a preliminary hearing, and that the final hearing is to be scheduled.

In fact, because of Mr. Inetianbor's counterclaims, the matter is not yet at issue. CashCall will be filing its Answer and Affirmative Defenses to the counterclaims this week.

If my understanding regarding the purpose of Friday's hearing is incorrect, please advise.

Thank you.

Sincerely,

Christopher S. Carver  
Akerman Senterfit  
One S.E. Third Avenue  
Suite 2500  
Miami, FL 33131  
Dir  
Tel  
Fax

Abraham Inetianbor <[REDACTED]@gmail.com>

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**CashCall, Inc. v. Inetianbor arbitration: Letter to Tribal Elder Robert Chasing Hawk, Sr. [5-20-13]**

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Robert Chasing Hawk <robert\_chasing\_hawk@hotmail.com>

Thu, Jun 6, 2013 at 9:08 AM

To: "christopher.carver@akerman.com" <christopher.carver@akerman.com>, "[REDACTED]@gmail.com"

[REDACTED]@gmail.com>

Christopher S. Carver  
Abraham Inetianbor

My apology to you in my misunderstanding of the proceedings, yes, we will have a preliminary hearing at 10:00 am on Friday, June 7, 2013, again, my apology.

Robert Chasing Hawk, Sr.  
P.O. Box 808  
Eagle Butte, South Dakota 57625

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From:

To:

CC:

Subject: RE: CashCall, Inc. v. Inetianbor arbitration: Letter to Tribal Elder Robert Chasing Hawk, Sr. [5-20-13]

Date: Wed, 5 Jun 2013 15:54:06 +0000

[Quoted text hidden]

# **EXHIBIT C**

**Case No.: 0:13-cv-60066-CIV-COHN-SELTZER**

CASE NO. 03-80612 CIV-MARRA  
Jointly Administered

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

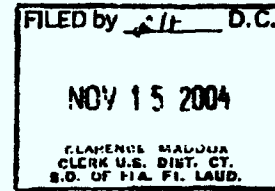
MICHAEL LAUER, LANCER MANAGEMENT  
GROUP, LLC, and LANCER MANAGEMENT  
GROUP II, LLC,

Defendants,

and

LANCER OFFSHORE, INC., LANCER  
PARTNERS, LP, OMNIFUND, LTD., LSPV,  
INC., and LSPV, LLC,

Relief Defendants.



Case No. 03-80612 CIV-MARRA  
Jointly Administered

In re:

LANCER PARTNERS L.P.,

Debtor.

Chapter 11 Case  
Case No.: 04-80211-CIV-MARRA

**ORDER GRANTING RECEIVER'S MOTION FOR RECONSIDERATION AND/OR  
CLARIFICATION OF (1) ORDER GRANTING IN PART APPLICATION OF  
RECEIVER TO SELL CERTAIN SECURITIES, EXECUTE TRANSFERS AND MAKE  
CERTAIN DETERMINATIONS AND (2) ORDER GRANTING IN PART AGREED  
MOTION TO AMEND COURT'S ORDER GRANTING DEBTOR'S APPLICATION FOR  
AUTHORITY TO EXERCISE DERIVATIVE RIGHTS HELD BY FUNDS IN PUBLICLY  
TRADED SECURITIES AND FOR AUTHORITY TO SELL CERTAIN SECURITIES,  
EXECUTE TRANSFERS AND MAKE CERTAIN DETERMINATIONS**

THIS MATTER came before the Court upon the Motion for Reconsideration and/or  
Clarification of (1) Order Granting In Part Application Of Receiver To Sell Certain Securities,  
Execute Transfers and Make Certain Determinations and (2) Order Granting In Part Agreed

*606  
C/W*