IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Case No: 3:22-CR-00314-MOC

UNITED STATES OF AMERICA, Plaintiff, v. CHRISTOPHER HERWIG, Defendant.	**SENTENCING MEMORANDUM**

NOW COMES Christopher Herwig, through his counsel, Claire J. Rauscher, and submits this Sentencing Memorandum in mitigation of sentencing in the above-captioned matter[1].

INTRODUCTION

In determining an appropriate sentence in this case, the Court's statutory duty is to impose a sentence "sufficient, but not greater than necessary" to comply with the goals of sentencing. 18 U.S.C. § 3553. After waiting more than three years and eight months for closure, Christopher Herwig is ready for this matter to be resolved so that he can move forward with his life. In light of the factors discussed herein, we respectfully submit that a sentence of probation is the appropriate sentence for Christopher Herwig.

PERSONAL BACKGROUND

Christopher Herwig ("Chris") is a hard worker and a family man. He grew up in Maryland and attended Virginia Tech, where he majored in Computer Engineering. After working in the industry for several years, he realized his interests lay more in business and enrolled at UNC's

[1] Counsel was told a revised presentence report was being prepared. Since it has not been received at the time of filing, an addendum to this Sentencing Memorandum may be necessary.

Business School, where he earned an MBA in 2010. Upon graduation, he was hired full-time at Eli Global[2].

Chris worked his way up through the organization through hard work and long hours, following the direction and ideas of Greg Lindberg. Like many others, he considered Lindberg's vision and intellect worth the long hours. As the company grew and succeeded, compensation grew with it, reflecting the hours worked and the results obtained. As investment strategies became more complex, employees continued to follow Lindberg's direction.

Mike Pereira, who worked closely with Chris, noted his hard work and focus:

> Working with Chris reminded me what a real work ethic looks like. …. I worked at a top law firm and a top hedge fund then founded two companies from scratch and sold them to major institutions. One would think that a solid work ethic is implicit in this track record. But when I met and worked close with Chris, I was reminded what real, sustained, unflappable commitment to work really looks like. Chris worked for hours on end, with no break and with sustained focus. His ability to read and glean insights from complicated, long spreadsheets and written documents was unique and breathtaking. He has a rare, first-class, engineering-style intelligence. …. I prepared extensively for every meeting with Chris, and in every meeting, he immediately found points, inconsistencies and insights in my work that I had not noticed. He is a genuinely smart and hard-working person, and that intelligence has much to offer our economy and his country. See Exhibit 1.

Unfortunately, that focus and work ethic came at a cost: Chris lost sight of his moral compass.

Chris married his wife in 2006, and they have four children: twin boys, age 12; another son, age 15; and a daughter, age 9. In her letter, his wife, Toni-Ann, describes the years he worked at Global Growth:

> During the 10 years he worked for Greg Lindberg, work consumed him. Chris' employment with Global Growth was his first job after earning his MBA, and he was under intense pressure to prove himself. Though well compensated, he worked constantly, traveled extensively, and was at Mr. Lindberg's beck and call. We brought our first child home from the hospital on a Friday, and Chris needed to return to work Monday morning.

[2] Eli Global was subsequently renamed Global Growth. This memo will only use the name Global Growth to avoid confusion.

He even worked on the day we moved. The pressure to perform and the culture at Global Growth left little room for work-life balance. During those years, Chris missed countless school events, family vacations, and community activities. See Exhibit 2.

Ironically, the criminal prosecution gave him the ability to spend significantly more time with his family and renew his commitment to both his family and his community. As reflected not only in his wife's letter but in countless letters from friends and neighbors. See Exhibit 3[3]. Chris is an invested father, a devoted son, and a good neighbor with many close friends. He attends to his children's needs by actively participating in their activities, including sports, community service projects, homework help, and carpooling. He is also involved in the community, driving refugees to appointments and

[3] Due to the large number of character letters, they have been separated into categories.

volunteering with his children at local charities. He is a fully engaged parent and a positive member of the community.

HERWIG'S ROLE AT GLOBAL GROWTH

By the time he left Global Growth in 2020, he was Chief Investment Officer and Portfolio Manager[4]. Over those ten years, Chris received several promotions, raises, and bonuses. For most of his career at Global Growth, no criminal activity was occurring; he was simply working hard to find good investments for the funds Lindberg was bringing in, often working fourteen-hour days, sometimes seven days a week, to keep up with Lindberg's demands. Eventually, he missed the warning signs and turned a blind eye to what was really happening. It was not until 2016, when Lindberg began to stray from the company's original path and changed its investment models, that things went sideways. As the Bill of Information correctly states at Paragraph 3, Lindberg[5] "was the controlling party with ultimate financial control and interest over multiple insurance companies, dozens of operating companies, and more than a hundred holding and pass-through entities." Chris got swept into the vortex of Lindberg's decisions. As the Overt Acts accurately state, Chris caused numerous wire transfers that took funds away from insurance companies, represented to the North Carolina Department of Insurance that the FINCO investment structures were "unaffiliated" with Global Growth, falsely represented to ULICO that the investments held as cash in the ULICO 2017 Trust were properly classified under the affiliated definition, and signed off on Lindberg's $3.1 mortgage purchased by the ULICO 2017 Trust. He has admitted his guilt as to these actions.

It is clear from the evidence, as well as from Lindberg's conduct before entering his guilty plea, while awaiting sentencing, and after sentencing, that Lindberg was the "mastermind." In reality, Lindberg manipulated individuals, insurance companies, the Insurance Commission, trusts, and others

[4] He had many other roles, but these were the focus of the indictment.
[5] The Bill of Information called Greg Lindberg "Owner" as he had not yet been indicted.

to bend to his will. Throughout this case, Chris has been called Lindberg's "right-hand man." Actually, many people acted as key players, and all of them followed Lindberg's instructions. Lindberg created information silos so that employees were not aware of the full scheme. For example, Chris had no part in or knowledge of Lindberg's criminal scheme with John Gray to bribe the insurance commissioner, even though the agreement with the insurance commissioner and the MOU at issue directly affected the investments Chris worked on. Lindberg cut him out of that process because he knew Chris would not have approved. Similarly, Lindberg instructed his CFO on how to move funds without accurate information and directed other employees to devise investment tools to divert funds without disclosing the source of the funding. Others created "special purpose vehicles" and similar structures to invest funds, without knowing that those vehicles would ultimately take or hide money from the insurance companies and the North Carolina Department of Insurance. Chris and others were not always aware of what others were doing; only Greg Lindberg knew everything, and no decision of consequence was made without his consent. Unfortunately, Chris got caught up in a scheme that was complex and confusing. He followed directions and turned a blind eye to what was truly happening, which is what has landed him where he is today. This is not offered as an excuse, or as a failure to accept responsibility for his role, but as the reality of what occurred.

DISPARATE TREATMENT

While Chris holds no ill will toward other culpable Global Growth employees who received favorable treatment from the government, the Court should nonetheless take that disparate treatment into consideration. As the Court will understand, many people at Global Growth were knowledgeable about what was occurring. In addition, individuals at GBIG (Global Bankers Insurance Group), who were responsible for oversight of the insurance companies, were also aware of Lindberg's actions; none of them were charged. However, two people who worked with Chris received unusually favorable treatment in this district.

First, Devin Solow was Vice President at Global Growth and was responsible for creating the SPVs and structuring the affiliate financing for the non-insurance companies. He clearly had a hand in misrepresenting the financial condition of Lindberg's companies. Mr. Solow agreed to a Bill of Information, attached as Exhibit 4, which shows the extent of his involvement and closely mirrors Chris'. Solow received a deferred prosecution agreement, paid $250,000 in forfeiture, had no restitution assessed, and was given five years of probation. He currently has less than 18 months remaining, unless his probation has been terminated early. If he successfully completes probation, the charges will be dismissed.

E.B.[6] was also a manager in the Investment Department who worked with Chris. He received an extraordinary result: a Non-Prosecution Agreement. He agreed to pay $75,000 in forfeiture and is subject to no probation or supervision of any kind.

It appears these individuals received such favorable results because of their cooperation. Chris deserves similar treatment given his extraordinary cooperation and the need to avoid unwarranted sentence disparities among defendants.

COOPERATION

While the government's investigation began in or around 2018, it did not approach defense counsel until late summer 2022. At that time, a plea was negotiated within the government's requested timeline, and a plea agreement was signed on December 1, 2022. Since then, Chris has engaged in extraordinary cooperation, as detailed below:

[6] This matter was not filed on the court record so his name will not be revealed.

U. S Attorney's Office

Chris was fully debriefed in December 2022. During an hours-long meeting, he provided details about the workings of Global Growth and his knowledge of Greg Lindberg's actions and assets. He also provided requested emails, as well as the exhibits from his SEC deposition. He was ready, willing, and able to testify at Greg Lindberg's trial.

Securities and Exchange Commission

Chris entered into a settlement with the SEC in May 2023. He was fully debriefed in June 2023 and agreed to fully cooperate with its investigation. He was deposed on two occasions, May 16-17, 2023, and September 3, 2023. His testimony was strong and persuasive; in fact, Lindberg's counsel declined to schedule a second day of questioning even though roughly three hours remained. Lindberg filed his plea agreement less than two months after this deposition. Chris was such a strong witness that Lindberg evidently decided not to go to trial on the financial case once his counsel had an opportunity to see and hear Chris' testimony.

Special Master

Chris met with the Special Master on August 5, 2025, and provided information about investments and assets. After the meeting, he supplied Michael Martinez with a detailed spreadsheet showing sales and refinancing of Lindberg's assets. After the Special Master's report was released, Chris had an additional phone conference with Michael Martinez on May 12, 2026, during which he provided additional information, clarified material in the report, and supplied additional documents that had been requested.

<u>Cooperation with Victim's Litigation</u>

Southland Insurance vs. Greg Lindberg, *et al* Lawsuit

Chris was deposed by plaintiff's counsel on December 3, 2020 and testified at trial held on June 22, 2021 in Wake County Superior Court. He was then sued by Southland National Insurance Corporation, Bankers Life Insurance Company, and Colorado Bankers Life Insurance Company along with Lindberg (collectively the "SNIC plaintiffs") in the U.S. District for the Eastern District of North Carolina (Case No. 5:23:CV:340-D). Shortly thereafter, on November 14, 2023, he entered into a Joint Motion for Entry of Judgment and a Consent to Judgment with the SNIC plaintiffs, taking responsibility for his actions, paying $75,000 in restitution, and agreeing to continued cooperation (as secured by a second proposed Consent Judgment in the amount of $2,000,000). See Exhibit 5.

PBLA Bankruptcy Lawsuit (NY)

Chris was also sued in the United States Bankruptcy Court for the Southern District of New York by PB Life and Annuity Co. Ltd., Northstar Financial Services (Bermuda) Ltd., Omnia Ltd., and PB Investment Holdings, Ltd. (hereinafter collectively "the PBLA plaintiffs"). Chris participated in four meetings with the PBLA plaintiffs' counsel, providing important information for the recovery of assets. He entered into a Joint Motion for the Entry of Judgment and a Consent to Judgment with the PBLA plaintiffs. That Consent to Judgment, filed on January 27, 2025, required Chris to admit to findings of fact and to accept responsibility, as well as to continue to cooperate in the PBLA plaintiffs' recovery efforts, but required no monetary restitution and the PBLA plaintiffs agreed not to seek a monetary judgment against Chris. See Exhibit 6. The lead attorney for the PBLA plaintiffs, Wade Koenecke, has provided a letter confirming Chris's cooperation to date. See Exhibit 7.

Chris's cooperation will continue under his agreements with all parties. Not only is his willingness to cooperate evident, but the quality and quantity of his cooperative efforts merit particular note. As Greg Lindberg continues to reopen matters, file appeals, motions and voluminous pleadings, Chris remains willing to assist the government and others.

RESTITUTION AND FORFEITURE

Forfeiture

On August 3, 2026, a negotiated Consent Order and Judgment of Forfeiture was filed. A wire for the entire forfeiture amount of $842,000 was sent to the government prior to the filing of this memorandum. He has fully satisfied his forfeiture obligation.

Restitution

NAME OF PAYEE	RESTITUTION AMOUNT
Colorado Bankers Life Insurance Company	$821,000,000
Bankers Life Insurance Company	$21,000,000
Southland National Insurance Company	$131,000,000
Southland National Reinsurance Corporation	$0.00
Northstar Financial Services (Bermuda) Ltd.	$179,000,000
Omnia Ltd.	$43,000,000
PB Life and Annuity Co., Ltd. / Universal Life Ins. Co.	$416,000,000
PB Investment Holdings Ltd.	$44,000,000
TOTAL	**$1,655,000,000**

This chart, contained in Greg Lindberg's signed Preliminary Order of Restitution (Docket No. 161, *United States v. Greg Lindberg,* 3:23CR48), reflects the outstanding victims and restitution owed according to the government.

The North Carolina Insurance Companies, the top three listed victims in the chart, entered into a Joint Motion for Entry of Judgment with Chris that was filed on November 20, 2023. That agreement required a $75,000 payment for damages and his continued cooperation, and resolved "all claims of liability the Plaintiffs [SNIC plaintiffs] have asserted against Defendant Herwig."[7] It reflects that Chris has fully satisfied his restitution obligation to these parties. See Exhibit 5.

Similarly, on January 27, 2025, a judgment was entered in the PB Life and Annuity Company, *et al*. bankruptcy (which includes the bottom four victims listed in the chart), under which the PBLA plaintiffs/victims did not require restitution, but fully and finally settled their claims against him for his promise of continued cooperation. See Exhibit 6.

These negotiated Consent Judgments resolved Chris's restitution obligations to all of the victims listed in the government's chart above. Therefore, Chris does not owe any restitution[8].

18 U.S.C. 3553 FACTORS

- **History and Characteristics of Christopher Herwig.**

Aside from the instant offense, Chris has led an exemplary life. As reflected in the letters from family and friends, he is not only an involved father, but also a good friend and a good son. As an only child, he serves as the caretaker for his aging parents and is always there when needed.

- **The Nature and Circumstances of the Offense.**

As laid out in the Bill of Information and Statement of Facts, this is a large fraud case orchestrated by Greg Lindberg. However, Chris did not profit to the extent Greg Lindberg did in assets and income. Greg Lindberg received millions of dollars as a result of his fraud and diverted funds for his own personal benefit. Yes, Chris was paid well and received some substantial bonuses, but the majority of those bonuses were tied to investments that were not part of the indictment and

[7] If he fails to comply with the terms of the agreement, he will owe $2,000,000.
[8] It should be noted that none of the restitution funds have been used by Chris. He has paid all of his legal fees himself.

reflected the long hours he worked. If he could turn back time, he would never have let himself become involved with Greg Lindberg.

- **The Need for the Sentence to Reflect the Seriousness of the Offense, Promote Respect for the Law, and Provide Just Punishment.**

This Court will fashion a sentence that it believes is fair and provides just punishment. In this matter, Chris has, in many respects, already been serving a sentence. It is hard to describe what the past three and a half years have been like: the inability to find a job, the shame and shunning by the community, and the stress on the entire family. Because this is a Class D felony, the Court can fashion a non-custodial sentence that reflects the seriousness of the offense and provides just punishment, in light of his extensive cooperation and the other factors discussed herein.

- **The Need to Deter Others.**

It is hard to imagine anyone attempting to duplicate the complex investment and insurance scheme at issue in this matter. Global Growth has been shut down, and although its legacy may live on, Greg Lindberg is no longer available to orchestrate a similar scheme. This case will deter others on its own; imposing an unnecessarily harsh sentence, like the death penalty, does not further deter bad actors.

- **The Need to Protect the Public.**

It has been six years since Chris was employed by Global Growth. Under his SEC settlement, he cannot serve as an investment advisor, so there is no risk that he will become involved in the industry again. There is no need to protect the public.

VARIANCES

Counsel anticipates the government will be filing a motion for downward departure due to Chris' cooperation along with a sentencing recommendation which has not been received at the time of filing this Sentencing Memorandum. In addition, there are several applicable variances:

- **Variance for the Cooperation with Victim's Counsel**

As already discussed, Chris has cooperated with counsel for the victims in several civil lawsuits. His cooperation has been credible and helpful and is proper grounds for a variance.

- **Variance for Cooperation with the SEC**

Chris has cooperated with the SEC and provided important information that assisted the agency in its complaint against Lindberg.

- **Variance for Community Service**

Chris has been involved with Refugee Hope Partners providing transportation to doctor/medical appointments and other needs. He sets an example at Boys Team Charities working alongside his sons and others assisting with community projects such as serving underserved members of the community and neighborhood cleanups.

The Appropriate Action

So much has happened since Chris left Global Growth in 2020. After he left the company, he was brought back as a consultant to identify readily sellable assets to help make the policyholders whole. For two years, he worked to identify appropriate companies and assist in their sale. Unfortunately, once news of the criminal investigation and the bribery matter broke, the value of the assets plummeted: buyers either treated it as a "fire sale" and made outrageously low bids, or the necessary financing never materialized. Nonetheless, Chris tried to make things better for the victims.

After news of his guilty plea circulated, everything changed. He was no longer employable, and despite submitting hundreds of job applications, he ultimately took a job filling vending machines just to help pay the bills. That job did not last long. Eventually, a friend offered him a sales job, which now allows him to help support his family and relieve some of the financial pressure on his wife.

However, the toll on his family cannot be measured. Friends and acquaintances have shunned them; for example, their children were removed from a carpool. Banks and financial institutions have closed their bank and investment accounts under "Know Your Customer" regulations, and some even closed his wife's accounts even though she had nothing to do with his conviction. Finding other places to securely hold their money has been a nerve-wracking ordeal for the family.

The anxiety and pressure of not knowing the outcome of sentencing for such a long time has been truly debilitating. As his wife said in her letter, everything has been on hold while they wait for sentencing. Her letter vividly describes what the entire family has gone through over the past forty-four months. The family simply wants to move on with their lives; as proof, they have opted to negotiate the forfeiture rather than wait out Lindberg's appeals and other maneuvering.

Chris Herwig is not Greg Lindberg. Lindberg is not only a mastermind but truly unremorseful and scheming. His filing of motions and an appeal immediately after sentencing apparently took his own defense team by surprise, as all of his attorneys have since withdrawn while Lindberg continues to deny culpability and attempts to manipulate the judicial system. It was sad to read in a recent Charlotte Observer article that Lindberg's victims are afraid to have their names used for fear of being sued by him; his baseless pro se lawsuits continue to impact victims, and his dishonesty and manipulation continue. Unfortunately, Chris will always be painted with a Lindberg brush because of his association with him.

That is not to say that Chris is not remorseful or does not understand the harm he caused. He has done everything he can to make amends: cooperating with government entities and victims, settling cases with victim entities, paying personal funds toward restitution and forfeiture, and making important contributions to his community and family.

Because this is a Class D felony, Chris is eligible for probation. While some might argue that probation is not an appropriate sentence, in this case it is warranted: his extraordinary cooperation with the government and the victims deserves such a result. It is no surprise that Lindberg entered into a plea agreement two months after Chris was deposed and cross-examined by Lindberg's attorneys. Through that testimony, Lindberg's counsel learned that Chris was a strong and credible witness, unafraid to take the stand and testify against him.

We respectfully request that the Court sentence Chris Herwig to a period of probation, which is sufficient but not greater than necessary to comply with the purposes of sentencing. Such a sentence will allow him to continue supporting his wife and children, remain a productive member of our community, and continue cooperating as needed while the unending Lindberg saga continues.

Date: August 5, 2026

Respectfully submitted:

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CERTIFICATE OF SERVICE

I certify that I have served the foregoing Defendant's Sentencing Memorandum on all counsel via the ECF system.

This the 5th day of August, 2026

/s/Claire J. Rauscher
Claire J. Rauscher