UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GREG E. LINDBERG,

Plaintiff,

– against –

MIKE CAUSEY, individually and in his official capacity as Commissioner of Insurance of the State of North Carolina; MICHAEL DINIUS, individually and in his capacity as Special Deputy Rehabilitator of the North Carolina Insurance Companies; MOHSIN Y. ("MO") MEGHJI, individually, as Chief Executive Officer of M3 Partners, LP, and as acting Chief Executive Officer of NHC Holdings, LLC; and WILLIAMS MULLEN, P.C.,

Defendants.

Civil Action No. ___ Civ. _____ (___)

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

VERIFIED COMPLAINT FOR VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (18 U.S.C. §§ 1962(c), 1962(d), 1964); CONVERSION; BREACH OF FIDUCIARY DUTY; CIVIL CONSPIRACY; UNJUST ENRICHMENT; AND INJUNCTIVE RELIEF STAYING ALL DISPOSITIONS OF THE PRIMARY RESTITUTION ASSETS AND THE SPECIFIED AFFILIATED COMPANIES PENDING FINAL ADJUDICATION OF PLAINTIFF'S RESTITUTION OBLIGATIONS, INCLUDING ALL APPEALS

Plaintiff Greg E. Lindberg ("Lindberg" or "Plaintiff"), appearing *pro se*, for his Verified Complaint against Defendants Mike Causey, Michael Dinius, Mohsin Y. ("Mo") Meghji, and Williams Mullen, P.C. (collectively, "Defendants"), alleges as follows upon personal knowledge as to himself and his own acts, and upon information and belief as to all other matters:

NATURE OF THE ACTION

1. This civil RICO action arises from a coordinated scheme by a North Carolina state official and his confederates who weaponized North Carolina's insurance-rehabilitation statutes—and then a federal criminal restitution proceeding—into a vehicle for systematic self-enrichment

and political retribution. Defendants Mike Causey, Michael Dinius, Mo Meghji, and Williams Mullen, P.C., operating as an association-in-fact enterprise (the "Enterprise") headquartered at 1700 Broadway, 19th Floor, New York, New York, and spanning four states, have extracted more than $165 million in fees from the insurance estates they administer—not one dollar of which was approved by the supervising court, as N.C. Gen. Stat. § 58-30-85(3) requires—while methodically destroying billions of dollars in value that Lindberg lawfully built over decades. (See Exhibit M.)

2. The scheme's genesis predates Causey's inauguration. In December 2016—weeks before taking office as North Carolina Insurance Commissioner—Causey identified Lindberg, the largest financial supporter of his electoral opponent, as a "political problem" and a "significant impediment" to be eliminated. One witness has attested under oath, and a second has stated in a recorded interview, that Causey plotted to "dismantle" Lindberg's insurance operations and that he "had a person in mind" to do it: a long-serving North Carolina Department of Insurance ("NCDOI") deputy who "already didn't like Lindberg and would know how to go about dealing with [his] companies and dismantling them." That deputy was Senior Deputy Commissioner Jacqueline Obusek—the very regulator whose bias Lindberg later, and justifiably, asked to have removed from his file, and whom Causey later promoted. (See Exhibits A3, A3.1, A4, K2.)

3. Causey then leveraged relationships with federal law enforcement to spur an FBI investigation on the strength of a fabricated $110,000 donation allegation that the FBI later admitted never occurred (Exhibit A6), demanded and received a wire, and over more than 100 recorded calls and meetings solicited contributions while asking, on tape, "what's in it for me?" The recordings captured Lindberg, unaware he was being recorded, insisting on "legal campaign contributions," on "tighter standards than the law allows," and on a regulator who would be "tough and fair, that's all we need." (Exhibits A5, F12.) That entrapment became a federal indictment, a

conviction vacated by the Fourth Circuit, *United States v. Lindberg*, 39 F.4th 151 (4th Cir. 2022), a retrial conviction in 2024, a second indictment (the "Financial Case," No. 3:23-CR-48) charged eight months after the reversal, and a guilty plea in November of 2024.

4. In October 2018 Lindberg ceded control of his North Carolina insurance companies (the "NCICs") to Defendant Dinius as Special Deputy Rehabilitator. Every event material to the losses now charged to Lindberg occurred after that date and was within the control of the Defendants, not of Lindberg. Dinius retained Defendant Meghji and his New York firm, M3 Partners, LP ("M3"), as financial advisor, and Defendant Williams Mullen as counsel. From New York, the Enterprise let a signed $450 million Ares letter of intent die (after Ares was "warned off" by "a third party constituent" following a meeting with the Department of Justice), rejected an approximately $1 billion Oaktree transaction that would have repaid every affiliated loan at face value by June 2019, coerced a ten-year hold on the affiliated-loan portfolio under a written threat of immediate liquidation of all four insurers, and then sold—before maturity and without the court approval North Carolina law requires—more than $1 billion of principal-protection bonds for approximately $394 million, destroying approximately $611.6 million of guaranteed value on the very instruments whose only function was to prevent loss.

5. The pattern continued. In 2023 the Enterprise litigated against a willing buyer (Montshire/Alban) rather than sell. In 2024 it blocked a signed public-company merger agreement with Quadro Acquisition Corp. One valuing the non-insurance operating companies (the "Specified Affiliated Companies" or "SACs") at approximately $3.4 billion and the Clanwilliam Group alone at $880 million; in September 2025 it sold Clanwilliam to a favored private-equity buyer for approximately $450 million, after a meeting in New York City at which Meghji's associates explained that a primary purpose of the sale was to fund fees to Meghji and his New

York staff. In December 2025 it sold Beckett Collectibles—independently appraised under USPAP standards at $1,003,924,000 and the subject of Blackstone acquisition proposals at $800 million to $1.1 billion—for approximately $134 million, with no motion, no notice, and no order on the docket of the supervising Article III court, and with the price withheld from Lindberg as "confidential." Approximately $866 million of value was destroyed in a single transaction. In 2026 AAPC Holdings, LLC was written down to near zero on "conjecture about generative artificial intelligence," and Damovo is being sold for no proceeds at all—only approximately $17.5 million in "consent fees" to the sellers' own fiduciaries—notwithstanding a written $400 million indication of interest.

6. Since January 2025 the Enterprise has operated through the federal restitution proceeding itself. On the Government's insistence, a court-appointed Special Master was clothed with "exclusive possession and control" of the assets designated for restitution in *United States v. Lindberg* (the "Primary Restitution Assets"), including NHC Holdings, LLC ("NHC"), the holding company for the SACs, and AAPC Holdings, LLC ("AAPC"), and with power to liquidate them. Within two weeks of taking the NHC equity the Special Master removed both directors Lindberg's company had appointed to the NHC board, and Defendant Meghji—the same New York financial advisor who had administered the NCICs' affiliated-loan book for Causey and Dinius since 2019—became NHC's acting Chief Executive Officer. From that point the same New York-based group controlled both the creditor (the NCICs' loan book) and the debtors (the operating companies that owed on it), valued both sides of the ledger through Meghji's firm, and sold both.

7. The $1.655 billion restitution figure that now fixes Lindberg's criminal punishment rests on M3 "desktop" valuations that the Special Master himself describes as a "best guess," "inherently unreliable," and a "current guess," developed through ex parte communications among

the Special Master, the Government, and the interested custodians—M3, NHC, the NCICs, Defendant Dinius, Wes Camden (counsel to the NCICs at Williams Mullen), and Defendant Williams Mullen—that Lindberg has never been permitted to see. Eighteen months of written requests for the underlying data were deferred, conditioned, or refused. On August 17, 2026 the Government stated in writing that it does not possess the data because it was exchanged ex parte and never came to it; the Special Master's counsel's final answer to the same request was "No." The data on which a multibillion-dollar criminal punishment rests is, on the Government's own account, in no party's hands. It is in the hands of the Defendants.

8. Meanwhile, the one fact that should matter most is undisputed: there is no unremediated victim. On December 23, 2025, the Special Master's own Notice of Distribution confirmed that all of the NCICs' approximately 43,000 American policyholders had been mailed final payment in full. Against the $1.655 billion figure, the record in the Western District of North Carolina documents offsets, credits, and third-party-caused reductions of $2,899,418,383 at a minimum—$3,765,418,383 with the Beckett loss. Lindberg has demonstrated to the Western District of North Carolina, and contends on appeal, that restitution has not merely been paid but overpaid by more than $2 billion. And the sentencing court itself characterized "the real loss" in the criminal case as "risk"—a risk that was lawful when taken, approved by the regulator, and not prohibited by North Carolina statute until 2019, after Lindberg had ceded control.

9. Under *Ellingburg v. United States*, 607 U.S. ___, 146 S. Ct. 564 (2026), restitution under the Mandatory Victims Restitution Act ("MVRA") is criminal punishment. The liquidation of Lindberg's assets to generate restitution proceeds is the execution of that punishment. A pre-order, off-the-docket sale at an 87% discount to appraised value is punishment executed by private parties with no lawful power to punish, in an amount no court fixed, by a procedure no rule permits

—and it can never be undone. No ruling of the Fourth Circuit will un-sell Beckett. That is why the injunctive relief sought here is not an adjunct to the damages claims but their necessary complement: the Enterprise is paid from the estate it liquidates, so every sale it completes both enriches the Defendants and dissipates the only fund from which any judgment against them, or any restitution credit to Lindberg, could be satisfied.

10. Lindberg does not ask this Court to fix the amount of his restitution, to review any order of the Western District of North Carolina, or to find his conviction invalid. Those questions are before the district court and the Fourth Circuit in consolidated appeal Nos. 26-4309(L) and 26-4310. He asks this Court to hold the Defendants accountable, under RICO and New York law, for what they did with his assets after they took control of them—the fees they paid themselves without court approval, the transactions they blocked, the sales they forced at a fraction of value, and the sale of Beckett for approximately $134 million against a $1,003,924,000 appraisal—and to stay the next such sale until the restitution question is finally adjudicated, including all appeals. Plaintiff seeks treble damages under 18 U.S.C. § 1964(c), disgorgement, an accounting, and an injunction. Plaintiff does not contend in this action that either conviction is invalid; the history of the prosecutions is pleaded because it is the origin of the Enterprise and the source of its control over Lindberg's assets. Unless otherwise indicated, "Doc." refers to the docket of *United States v. Lindberg*, No. 3:23-CR-48-MOC (W.D.N.C.).

THE PARTIES

11. Plaintiff Greg E. Lindberg is a natural person over the age of eighteen, a citizen and domiciliary of the State of Florida, and is otherwise *sui juris*. He is the founder of Global Growth Holdings, LLC and its predecessor Eli Global, LLC, and was the 100% equity owner of the NCICs and of the non-insurance operating companies (the "Specified Affiliated Companies" or "SACs")

whose value the Defendants have destroyed. He is presently in the custody of the Bureau of Prisons pursuant to the judgment entered May 29, 2026 in *United States v. Lindberg*, No. 3:23-CR-48-MOC (W.D.N.C.), which is on appeal.

12. Defendant Mike Causey is the Commissioner of Insurance of the State of North Carolina and, in that capacity, the statutory Rehabilitator of the NCICs. He is sued individually for damages and in his official capacity solely for prospective injunctive relief under *Ex parte Young*, 209 U.S. 123 (1908). Causey is sued individually for conduct that no office authorizes: forming, before he took office, a plan to "dismantle" Lindberg's companies and remove him as a political "problem"; making false statements to the FBI and under oath in federal court to set that plan in motion; and directing, through his agents, the New York-based enterprise described below. Causey is a citizen and resident of North Carolina.

13. Defendant Michael ("Mike") Dinius was appointed by Causey in October 2018 to take control of the NCICs under administrative supervision and, from June 27, 2019, has served as Special Deputy Rehabilitator of the NCICs. He is sued individually, for acts outside the scope of any authority conferred by statute or court order: retaining Defendants Meghji and Williams Mullen and directing the Enterprise's operations from New York; personally approving the interstate wire transfers and transactions described below; selling estate assets without the court approval North Carolina law requires; and personally receiving an estimated $25 million in fees from the estates without court approval. Under 28 U.S.C. § 959(a), receivers and managers of property may be sued without leave of the appointing court with respect to their acts and transactions in carrying on the business connected with that property. Dinius is a citizen and resident of Indiana.

14. Defendant Mohsin Y. ("Mo") Meghji is the Chief Executive Officer and managing partner of M3 Partners, LP ("M3"), a New York restructuring firm with its principal place of business at 1700 Broadway, 19th Floor, New York, New York. M3 was retained by Dinius in 2019 as financial advisor to the rehabilitation estates, and all management of the assets Lindberg transferred to the Defendants' control has been conducted from Meghji's New York offices. Since 2025 Meghji has also served, on information and belief, as the acting Chief Executive Officer of NHC Holdings, LLC, the holding company for the Specified Affiliated Companies and the Manager of Entrust Global Group, LLC, Grantor of the Beckett Collectibles Trust. Meghji is a citizen and resident of New York. Meghji is sued individually and in each of those capacities. Neither M3 nor NHC is named as a defendant; each is an instrumentality through which Meghji conducted the affairs of the Enterprise, and each is bound by any injunction entered against Meghji under Fed. R. Civ. P. 65(d)(2).

15. Defendant Williams Mullen, P.C. ("Williams Mullen") is a Virginia professional corporation with offices in Raleigh, North Carolina, that has served as legal counsel to Defendant Dinius as Special Deputy Rehabilitator and to the rehabilitation estates since 2020. Williams Mullen has received an estimated $30 million in fees from those estates without court approval, coordinated with M3's New York operations to document and facilitate the transactions described below, and, on information and belief, communicated ex parte with the Special Master concerning the loss and valuation figures on which Lindberg's restitution rests. (Doc. 331 at 5–6; Doc. 331-1 ¶ 4.)

16. NHC Holdings, LLC is not a party to this action. Its equity is held of record by Joseph W. Grier, III, "solely in his capacity as special master" appointed in *United States v. Lindberg*, No. 3:23-CR-48-MOC (W.D.N.C.) (Doc. 56), and Plaintiff seeks no relief against the

Special Master, the Rehabilitator in his statutory capacity, the United States, or any court. The acts of NHC alleged herein are pleaded as the acts of Defendant Meghji, who directed them as NHC's acting Chief Executive Officer, and of the Enterprise through which he acted. The injunctive relief requested in Count VII is directed to the Defendants in their own capacities and to the persons and entities in active concert or participation with them, including NHC, M3, and Entrust Global Group, LLC, and is expressly subject to any order of the Western District of North Carolina, the Fourth Circuit, or the Wake County Superior Court.

A. Causey Has Forfeited Any Immunity by His Extra-Judicial Conduct

17. Defendant Causey will undoubtedly attempt to cloak his conduct in the protections of his office, invoking Eleventh Amendment sovereign immunity and the doctrine of qualified immunity. Those defenses fail. Causey's actions as detailed in this Complaint are not a legitimate exercise of regulatory discretion but a coordinated, extra-judicial racketeering enterprise weaponized to "dismantle" a political opponent and to extract hundreds of millions of dollars in unapproved fees.

18. Because Plaintiff seeks prospective injunctive relief to halt an ongoing violation of federal law, *Ex parte Young*, 209 U.S. 123 (1908), strips Causey of sovereign immunity as to that relief. Because no reasonable official could believe that fabricating evidence, lying to the FBI, lying under oath in federal court, soliciting bribes, and looting insurance estates of more than $165 million constitutes lawful conduct, Causey has no qualified immunity. The prohibition on wire fraud is "clearly established" by 18 U.S.C. § 1343; no "gray area" of administrative law permits a state actor to deceive the public or regulated parties to secure an illicit benefit. Nor does any official capacity attach to a plan formed in December 2016, before Causey took office.

JURISDICTION AND VENUE

19. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961–1968, and specifically 18 U.S.C. § 1964(a) and (c). The Court has supplemental jurisdiction over the state-law claims under 28 U.S.C. § 1367(a) because they form part of the same case or controversy.

20. This Court also has diversity jurisdiction under 28 U.S.C. § 1332(a). Plaintiff is a citizen of Florida. Defendant Causey, sued individually for damages, is a citizen of North Carolina; Defendant Dinius is a citizen of Indiana; Defendant Meghji is a citizen of New York; and Defendant Williams Mullen is a Virginia professional corporation with its principal place of business in Virginia. The amount in controversy exceeds $75,000, exclusive of interest and costs.

21. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred here. The execution of the racketeering activity—the financial administration and liquidation of the assets and the wire-fraud predicate acts—was centralized in and directed from New York City. The Defendants held and continue to hold board meetings and conduct the business of the Enterprise from M3's headquarters at 1700 Broadway, 19th Floor; the Defendants hired numerous staff, many of whom work from that office, to manage the assets Lindberg transferred; Lindberg met with Defendants Dinius and Meghji in New York City on several occasions concerning those assets; and since 2025 NHC has been managed from the same offices by Defendant Meghji as its acting Chief Executive Officer, where the decisions to consent to the termination of the Beckett Trust and the sale of Beckett, to sell Clanwilliam, and to dispose of Damovo were made or operationalized.

22. Venue is further proper under 18 U.S.C. § 1965(a) because Defendant Meghji resides, is found, has an agent, and transacts his affairs in this District, and under § 1965(b) because

the ends of justice require that the other Defendants, residing in other districts, be brought before this Court.

23. New York is also the forum the parties' own instruments select. The Tax Indemnification Agreement of September 25, 2019, by which Academy Association, Inc. and Eli Global, LLC undertook to make tax distributions to and indemnify Lindberg—obligations confirmed by the Indemnity Confirmation of July 16, 2024 as binding jointly and severally on all Global Growth companies "including any companies that may now be in various trusts"—is governed by New York law and designates the state and federal courts in New York as the exclusive forum for disputes arising under it (§ 15). (Exhibit V2.) The destruction of the assets that fund those obligations, and the Special Master's position that "there are no more funds for legal fees," are injuries to a New York-law contractual entitlement held by Lindberg. (Exhibit Y at 2.)

24. This Court has personal jurisdiction over all Defendants under the Due Process Clause and New York's long-arm statute, N.Y. C.P.L.R. § 302(a)(1)–(3), because the Defendants formed an association-in-fact enterprise that selected New York City as its operational headquarters. While Defendant Causey provided the political cover from North Carolina, he and Defendant Dinius deliberately retained Defendant Meghji and M3, located in this District, as the financial engine of the scheme, and retained numerous other employees and staff who operate daily from the Enterprise's hub at 1700 Broadway.

25. Personal jurisdiction over Defendant Meghji is proper because he resides in New York and manages the assets at issue, worth billions of dollars, from M3's principal place of business in New York City.

26. Personal jurisdiction over the non-resident Defendants Causey, Dinius, and Williams Mullen is proper under C.P.L.R. § 302(a)(1) because they transacted business within the

State through their selected agent, Meghji, who acted in New York "for the benefit of, and with the knowledge and consent of," them and subject to "some control" by them. *CutCo Indus., Inc. v. Naughton*, 806 F.2d 361, 365–66 (2d Cir. 1986); see *Emerald Asset Advisors, LLC v. Schaffer*, 895 F. Supp. 2d 418 (E.D.N.Y. 2012) (applying the agency test under C.P.L.R. § 302(a)(2)); cf. *City of Long Beach v. Total Gas & Power N. Am., Inc.*, 465 F. Supp. 3d 416 (S.D.N.Y. 2020) (stating the test). Specifically:

(a) *Selection of forum.* Causey, acting through Dinius, purposefully availed himself of the privilege of conducting activities in New York by appointing Meghji as financial advisor, de facto asset manager, and—in the Defendants' own description—"CEO of the Enterprise," and by approving the hiring of Meghji's New York staff to manage the billions of dollars in assets transferred by Lindberg.

(b) *Direction of activities.* Causey and Dinius directed Meghji to execute specific transactions from his New York base, including the liquidation of assets and the processing of fee payments to themselves, and Dinius and Causey were in regular contact concerning the management of the affiliated-loan assets.

(c) *Legal coordination.* Williams Mullen, as counsel to the Enterprise, coordinated directly with Meghji's New York operations to document and facilitate those transactions, knowing they were executed in this District and knowing that no court had approved any of the fees.

(d) *Predicate acts in New York.* The pattern of racketeering activity relies on hundreds of interstate wire transfers that originated from, or were directed to, Meghji's offices in New York City. Every unauthorized fee payment wired from M3's New York accounts is a predicate act committed within this District, and those wires continue monthly.

(e) *Meetings in New York.* Numerous critical meetings concerning the assets took place physically in New York City, including meetings among Plaintiff and Defendants Dinius and Meghji and the December 2024 meeting among the Defendants' representatives at which two New York-based associates of Meghji, David Resnick and Tom Biaggi, explained that a primary purpose of selling Clanwilliam far below its market value was to fund fees to Meghji and his New York employees, including Mr. Biaggi's son.

(f) *Asset-stripping operations.* The administrative decisions to block the $3.4 billion Quadro transaction, to undervalue and sell Clanwilliam, to consent to the termination of the Beckett Trust and the sale of Beckett, and to dispose of Damovo —the decisions that caused the primary injuries to Plaintiff—were analyzed, recommended, and operationalized by Meghji from his New York office.

27. Witnesses report that Meghji has said on several occasions that he sees his goal as "separating the business from Lindberg" and "separating Lindberg from the business." In pursuit of that goal, Meghji and his employees, with Causey's and Dinius's explicit approval, conducted hundreds of interstate wire transfers and other transactions from New York City. See *Chloé v. Queen Bee of Beverly Hills, LLC*, 616 F.3d 158, 166–67 (2d Cir. 2010). These are "purposeful activities" through which the Defendants "avail[ed] [themselves] of the privilege of conducting activities within the forum State." *Hanson v. Denckla*, 357 U.S. 235, 253 (1958); *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472–73 (1985); *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316

(1945). Having chosen New York as the base of operations for their unlawful fee-extraction enterprise, the Defendants cannot claim it is an inconvenient or unforeseeable forum.

28. *Related proceedings.* For purposes of Local Civil Rule 1.6, Plaintiff identifies the following proceedings involving the same assets or overlapping facts, none of which asserts the claims pleaded here: *United States v. Lindberg*, Nos. 3:23-CR-48-MOC and 5:19-CR-22-MOC (W.D.N.C.), on appeal as Nos. 26-4309(L) and 26-4310 (4th Cir.); *Southland National Insurance Co. v. Lindberg*, No. 19-CVS-013093 (Wake Cnty. Super. Ct.), and related rehabilitation proceedings, No. 19-CVS-008664 (Wake Cnty. Super. Ct.); and *Lindberg v. Wilson*, No. 1:26-cv-03939 (D. Colo.) (the Damovo sale).

NO COURT HAS APPROVED THE FEES THE DEFENDANTS PAID THEMSELVES

29. The Defendants cannot rely on any prior court approval of the more than $165 million in fees they have paid themselves from the insurance estates, because no application for approval of those fees was ever made to, or granted by, the Wake County Superior Court that supervises the rehabilitation, and, as to fees drawn since January 2025 from the Primary Restitution Assets, no application was made to the Western District of North Carolina, whose order makes such fees subject to "the Court's approval" (Doc. 56 ¶ 14). North Carolina's Insurers Supervision, Rehabilitation, and Liquidation Act authorizes the rehabilitator "[t]o fix the reasonable compensation of employees and agents, legal counsel, actuaries, accountants, appraisers, and consultants, *with the approval of the Court*." N.C. Gen. Stat. § 58-30-85(3) (emphasis added). That approval was never sought and never received. The same statute and the June 27, 2019 Consent Order of Rehabilitation required advance approval of the Wake County Superior Court for material dispositions of estate assets; the Rehabilitator sold the principal-protection bond portfolio without

it (Supp. Statement of Facts, Doc. 174, ¶ 45), and the $1 billion Beckett asset was likewise sold without court approval.

30. In the context of insurance rehabilitation, judicial oversight is the only barrier between a rehabilitator's fiduciary duty and the looting of the estate. Fiduciaries who serve conflicting interests may be denied compensation altogether, even absent fraud. *Woods v. City Nat'l Bank & Trust Co.*, 312 U.S. 262, 268–69 (1941); see *In re New York, N.H. & H.R. Co.*, 421 F. Supp. 249 (D. Conn. 1976) (conditioning and reducing fees of a conflicted fiduciary in a court-supervised reorganization). Payments made without required court approval are a breach of fiduciary duty, because fiduciaries must act within the bounds of the orders and statutes that empower them.

31. Williams Mullen's omission was not inadvertent. As primary counsel advising Dinius on every aspect of the rehabilitation, Williams Mullen was intimately familiar with § 58-30-85(3) yet structured the fee arrangements to bypass it. By documenting and executing fee payments while omitting the statutory approval process, Williams Mullen participated in a scheme to deprive the NCICs—and Lindberg, the sole owner of their surplus equity—of money and property through the concealment of material facts by fiduciaries with a duty to disclose. *United States v. Autuori*, 212 F.3d 105, 118 (2d Cir. 2000); *United States v. Walker*, 191 F.3d 326, 335–36 (2d Cir. 1999). Each wire transfer of unapproved fees, coordinated with Meghji in New York, is a separate predicate act. See 18 U.S.C. §§ 1343, 1961(1).

32. Williams Mullen crossed the line from counsel to participant. It provided planning and instructions on dozens of steps in executing the scheme, facilitated the flow of approximately $2.5 million per month without seeking the statutory approval, and acted with full knowledge that the payments required judicial oversight. A law firm that plays "some part in directing" an

enterprise's affairs is liable under *Reves v. Ernst & Young*, 507 U.S. 170, 179 (1993), and need not have the "final say." *United States v. Zichettello*, 208 F.3d 72, 98–99 (2d Cir. 2000); see *Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70 (2d Cir. 2015) (RICO claims against a law firm proceeding on a class basis); *Handeen v. Lemaire*, 112 F.3d 1339 (8th Cir. 1997); *Alix v. McKinsey & Co.*, 23 F.4th 196, 205–06 (2d Cir. 2022) (RICO proximate cause adequately alleged against a professional firm that filed false disclosures). Because the acts complained of are administrative transfers of funds, not petitions to a court, neither the litigation privilege nor *Noerr-Pennington* applies to them.

33. The failure to seek court approval was not a one-time oversight; it was a seven-year strategy. The scheme has operated from 2019 to the present through hundreds of wire transfers, establishing closed-ended continuity, and the Defendants' refusal to seek approval has become their "regular way of conducting business," establishing open-ended continuity that threatens to continue as long as the assets remain under their control. *H.J. Inc. v. Nw. Bell Tel. Co.*, 492 U.S. 229, 241–42 (1989). But for Williams Mullen's omissions, the fees would have required court scrutiny, which would have reduced or eliminated them and prevented the value destruction that funded them. *Holmes v. Sec. Inv'r Prot. Corp.*, 503 U.S. 258, 268 (1992) (requiring "some direct relation between the injury asserted and the injurious conduct alleged"); cf. *Empire Merchants, LLC v. Reliable Churchill LLLP*, 902 F.3d 132, 141 (2d Cir. 2018).

NO ABSTENTION DOCTRINE, ROOKER-FELDMAN, OR HECK BARS THIS ACTION

34. The Defendants have waged a long-running legal battle with Plaintiff in the North Carolina courts relating to the affiliated-loan assets. After seven years of litigation, they have succeeded only in paying themselves more than $165 million in fees and destroying billions of dollars in value. No state proceeding can adjudicate the claims pleaded here: RICO and the MVRA

are exclusively federal schemes, and no parallel state proceeding adjudicates racketeering liability or federal restitution obligations.

35. *Colorado River* abstention does not apply. Federal courts have a "virtually unflagging obligation" to exercise the jurisdiction Congress confers, *Colorado River Water Conservation Dist. v. United States*, 424 U.S. 800, 817 (1976), and abstention is an "extraordinary and narrow exception." The factor that federal law supplies the rule of decision, *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 26 (1983), weighs heavily against abstention: no state court is deciding, or could decide, the RICO claims.

36. *Younger* abstention does not apply. As circumscribed by *Sprint Communications, Inc. v. Jacobs*, 571 U.S. 69, 78 (2013), *Younger* reaches only ongoing state criminal prosecutions, civil proceedings akin to criminal prosecutions, and proceedings uniquely in furtherance of a state court's judicial functions. Plaintiff seeks to enjoin none of them; he seeks to vindicate federal statutory rights against private and official actors in their individual capacities.

37. *Burford* abstention does not apply. That doctrine is confined to cases presenting difficult questions of state law whose federal resolution would disrupt a coherent state administrative scheme. *New Orleans Pub. Serv., Inc. v. Council of New Orleans*, 491 U.S. 350, 361 (1989). Courts in this Circuit have declined to impose a blanket policy of abstention in cases involving insolvent insurers, *Costle v. Fremont Indem. Co.*, 839 F. Supp. 265, 270 (D. Vt. 1993); the cases in which *Burford* has been applied to insurer insolvencies, e.g., *Levy v. Lewis*, 635 F.2d 960 (2d Cir. 1980), and *Law Enforcement Ins. Co. v. Corcoran*, 807 F.2d 38 (2d Cir. 1986), involved claims that would have displaced the liquidator's administration of the estate, which this action does not; and the claims here neither require interpretation of state insurance statutes nor threaten any state regulatory objective—every policyholder of the NCICs has been paid in full, and

the relief requested does not disturb the rehabilitation of the NCICs or any order of the Wake County Superior Court.

38. *Pullman* abstention does not apply because no ambiguous question of state law could moot a federal constitutional claim; Plaintiff asserts federal statutory claims and related state-law torts.

39. The Defendants chose federal law as their vehicle. By pressing a federal criminal prosecution that yielded MVRA restitution obligations, they acknowledged that state law was insufficient to accomplish the dismantling of Lindberg's business group. Having invoked federal power, they cannot demand state-court deference to escape federal civil accountability.[1]

40. The *Rooker-Feldman* doctrine does not apply because there is no state-court judgment Plaintiff asks this Court to overturn. *Heck v. Humphrey*, 512 U.S. 477, 487 (1994), does not apply because success on the claims pleaded here would not "necessarily imply the invalidity" of the criminal judgment or of any restitution order. This action concerns what the Defendants did with the assets after they took control of them and asks the Court to stop the next such sale. Success on these claims is fully consistent with the criminal judgment: the sentencing court characterized "the real loss" as "risk," and the Special Master has conceded that he and Lindberg "agree on the basic, objective, material facts" and that the only dispute is "whether the chain of proximate cause was broken" by the very conduct alleged here. (Doc. 234 at 3, 31–35; Doc. 281 at 6 (quoting Doc. 245 at 19, 21–22, 25, 30).) Nor does the *in rem* custody of the Western District of North Carolina over the Primary Restitution Assets bar this action: the damages claims are *in personam*, and the

[1]See Exhibit F11, a letter to the Attorney General of North Carolina requesting an investigation into Causey's false statements to the FBI, his perjury in federal court, FBI Agent Scherger's failure to investigate Causey's bias before opening the investigation, the false predication of the investigation, First Amendment retaliation, extortion and coercion by Causey to demand illegal donations, the Government's failure to correct Causey's testimony, the Government's withholding of exculpatory evidence, repeated media leaks, the release of one million documents to the defense days before trial, and Causey's public statements before trial.

injunctive relief requested is addressed to the Defendants' own conduct, preserves rather than displaces the custodial court's jurisdiction, and is expressly made subject to that court's orders.

STATEMENT OF FACTS

A. The Affiliated-Investment Program Was Presented to the Regulator, Approved by the Regulator, and Operated Under a Written Risk-Management Framework With a Zero-Default Record

41. In September 2014 Lindberg presented a comprehensive affiliated-investment strategy to the NCDOI, seeking approval before implementing any affiliated investment at his wholly-owned insurance companies. (Exhibit A.) The presentation proposed, and the NCDOI subsequently agreed to, a negotiated regulatory arrangement that included an approximately forty-percent ceiling on affiliated investments. The NCDOI recited and agreed to that arrangement in its April 11, 2016 annual-statement Review Letter from Senior Financial Analyst Jessica Price, CPA, CFE, received the eleven disclaimers of affiliation filed under N.C. Gen. Stat. § 58-19-25(j), and reviewed the successor finance-company and principal-protection-note structures before they were used. (Exhibit A12; Doc. 234 at 6; Doc. 300 at 29–31.) Only after receiving that approval did Lindberg proceed with the first affiliated investment.

42. The NCICs operated under a written Risk Mitigation Policy on Affiliated Loans, revised February 20, 2017 and continuously updated, including the April 14, 2018 revision. (Exhibits C, E5.) The Policy required senior-secured first-lien positions on "all assets and cash flows of the borrower"; a minimum credit rating of "B-" or equivalent from an SEC-approved nationally recognized statistical rating organization for every loan; a weighted-average portfolio rating of "BB" or higher with portfolio leverage under four times; third-party arm's-length pricing opinions; perfection certificates; quarterly risk-based-capital calculations; and annual cash-flow testing "to ensure that assets are adequate to service liabilities and to prevent additional reserve

requirements." It recited a "zero default track record" over twenty-five years and committed Lindberg's affiliates to "prepay any underperforming loan using reserve capital." Prior to the transfer of control of the NCICs to the Rehabilitator in October 2018, there were no defaults on the affiliated loans.

43. Lindberg invested approximately $1 billion of his own capital in the insurance group and took no dividends from the insurers. (Exhibit A11.) Independent analysis by Berkeley Research Group confirms capital contributions exceeding $377 million and no dividends. As the sole owner of both the insurers and the operating companies that received the loans, Lindberg would have seen his entire investment wiped out, first, by any loss on the affiliated loans. He personally guaranteed the affiliates' obligations to the insurers, totaling approximately $2.39 billion under the March 11, 2019 Amended and Restated Backstop Agreement, without any regulatory requirement to do so. (Exhibit B; Doc. 234 Ex. B8.) And in May 2018 he directed the insurers to purchase $1,006,239,867 in par value of investment-grade bank zero-coupon bonds—held inside Principal Protected Notes issued through Barclays, RBC, UBS, and Natixis, with the express permission of the NCDOI—as dollar-for-dollar principal-loss insurance that, if held to maturity, would have repaid the affiliated-loan principal in full. (Supp. Statement of Facts, Doc. 174, ¶¶ 27–34; Decl. of Greg E. Lindberg re Principal-Protected Notes, Doc. 295, ¶¶ 1–4 & Exs. A–F, H–J; Exhibits Z-4, Z-8.)

44. Contemporaneous independent analysis confirmed the conservatism of the program. Houlihan Lokey's report dated January 18, 2018 documented each affiliated investment, including enterprise-value coverage and loan-to-value analysis, and concluded that the loans were conservatively underwritten at approximately fifty-percent loan-to-value. KPMG's August 24, 2018 valuations concluded that more than $1 billion of equity supported the loans, separately

valuing the twenty-one Eli Global operating companies at an aggregate business-enterprise value of approximately $2.45 billion—including Global Health Technology Group at $1.2 billion and American Academy Holdings (AAPC) at $900 million—in addition to approximately $1.08 billion of insurance-entity equity value. Lindberg spent approximately $1.8 million on that valuation work, which spans more than 380 pages. (Exhibit E; Doc. 234 Exs. E2, E3.) On March 9, 2018 Causey himself wrote to Lindberg: "You did an outstanding and impressive job of answering some really tough, hardball questions from state regulators today," in a message reflecting that Lindberg was then working to "engage JP Morgan or KKR Capital Markets to provide financing to replace intercompany loans." (Exhibit B3.)

45. Affiliated investment is now standard practice among the largest names in the insurance industry, including Blackstone, Brookfield, KKR, and Apollo; U.S. life and annuity insurers reported approximately $413 billion in affiliated investments in 2025, roughly twice the 2020 figure, and some large life insurers hold 35 to 43 percent of their assets in affiliated investments—like the 40 percent limit Lindberg proposed to the NCDOI in 2014. (Exhibit B5; Doc. 234 Ex. B24.) North Carolina did not restrict the affiliated-investment structure by statute until 2019—after the investments were originated and after Lindberg had ceded control—as the Government's own sentencing memorandum acknowledged. (Doc. 152.)

46. Lindberg's Risk Mitigation Policy was successful. The group of companies that received loans from the NCICs had consolidated EBITDA in excess of $300 million in 2024. At the 22.14-times EBITDA multiple established in the Quadro public-company merger agreement signed in the first quarter of 2024, that group had an enterprise value in excess of $6 billion, providing several billion dollars of equity cushion beneath the affiliated-loan assets.

B. There Was Never Any Evidence of Criminal Intent in Lindberg's Underwriting of the Affiliated Loans

47. These transactions were documented, vetted by numerous inside and outside counsel, disclosed in financial statements reviewed by auditors and state regulators, and designed to optimize capital structures and ensure solvency. More than 100 employees in Lindberg's insurance and investment operation, including numerous inside and outside counsel, advised on the transactions; none ever voiced a concern that the affiliated loans might violate any law or regulation. There is no e-mail instructing anyone to "hide this from regulators," no recorded conversation suggesting an illegal act, and no directive to make a false entry. No rational person plotting a fraud guarantees the loans personally, insures the principal, over-collateralizes at 50% loan-to-value, invests a billion dollars of his own equity in the first-loss position, and invites rigorous regulation.

48. The FBI recordings—made when Lindberg had no idea he was being recorded—show a man asking only for fairness: "everything must be fully compliant with NC law"; "we are not asking you for any favors"; "all we want is slow, thorough, and rigorous regulation"; "we are not asking you for anything special. In fact we are willing to submit ourselves to tighter standards than the law allows"; "we want to do it right by every law out there"; he was "happy to be well regulated" and "just [did not] want to be subject to personal vendettas"; the regulator he requested would be "tough and fair, that's all we need"; "all we're asking for is an even playing field"; and "I'm not going anywhere." (Exhibits A5, F12; Doc. 441 at 10–11 (No. 5:19-CR-22) (quoting GEL Exhs. 164, 189, 195).) Deputy Commissioner Debra Walker testified for the Government that there was no "side deal," that no one ever approached her about anything inappropriate, and that there was no guaranteed financial benefit of any kind associated with her review of the files; the case agent conceded the Government had no evidence of any guaranteed benefit; and the Government

itself told the jury in closing that there was “no evidence that Ms. Walker was corrupt or had some sort of side deal.” (Doc. 441 at 11, 16.) The judge who presided over the 2024 retrial remarked after the verdict that the case “could have gone either way.”

C. Causey Planned to “Dismantle” Lindberg’s Companies Before He Took Office, and Selected the Deputy to Do It

49. Causey targeted Lindberg for destruction before taking office in January 2017, motivated by Lindberg’s support of Causey’s opponent, Wayne Goodwin, in the 2016 election. According to one witness, speaking in a sworn affidavit, Causey “was concerned about a multi-millionaire named Greg Lindberg who had strongly supported Goodwin during the last election” and “saw Lindberg as a significant impediment to winning the [upcoming 2020] election against Goodwin.” Causey “said that he had a person in mind” to help eliminate Lindberg as a political threat: “She had been at the DOI a long time,” and “she already didn’t like Lindberg and would know how to go about dealing with [Lindberg’s] companies and dismantling them.” (Exhibits A3, A3.1 (Loftin Aff.).)

50. A second witness, in a recorded interview, corroborates the plan: “Causey explained to me that Lindberg was a multimillionaire who strongly supported and contributed to Goodwin’s campaign in the election that Causey had just won. Causey said that because he had beaten Goodwin by so few votes, he was worried about Greg Lindberg helping Wayne in the next election, and he felt like he needed to do something about him.” When the witness observed that Causey had not even taken office yet, Causey responded that “as soon as you won a campaign, you had to start worrying about the next one,” and that “the biggest problem he was going to have if Goodwin ran again against him in four years was this multimillionaire funding Wayne’s campaign.” In a second conversation before he took office, Causey “brought up Lindberg again,”

expressing concern that if Lindberg's support "carried over into the next election in four years, it would probably be enough for Goodwin to beat him." (Exhibit A4 (Thompson Interview).)

51. The person Causey "had in mind" was Senior Deputy Commissioner Jacqueline Obusek—the very deputy whose apparent bias later led Lindberg to request a different examiner, and whom Causey later promoted. (Doc. 234 at 23–24; Exhibit K2.) Lindberg's concern about Ms. Obusek's bias was not merely sincere; it was correct. He was asking for what every regulated citizen is entitled to ask for—a "tough and fair" regulator not tasked with executing a political vendetta against him.

52. Causey has admitted publicly that he was concerned about Lindberg's support for his opponent, saying in a televised interview: "This was a man that was not on my team when I was running. He was a major fundraiser for my opponent." To execute his premeditated plan, Causey would lie to the North Carolina Ethics Board, lie to the FBI, and lie under oath in federal court.[2] He denied under oath, repeatedly, that he was a politician, despite having run for office more than half a dozen times:

> Question: But, sir, you're a professional politician, are you not?
>
> Causey's answer: No, sir.
>
> Question: How long have been a politician?
>
> Causey's answer: I'm not a politician.

(Exhibit F12.)

53. This vindictiveness is a pattern that others have noticed. North Carolina State Senator Jim Perry, a leader in Causey's own party, has publicly called Causey's politically motivated behavior "petty and ruthless" and "vindictive." (Exhibit F5.) A former NCDOI

[2] For example, to encourage the FBI to investigate Lindberg, Causey told the FBI that one of Lindberg's largest assets was "worthless"—despite numerous audits, valuations, and an audited personal financial statement supporting the asset's value. That asset is today valued at close to $3 billion by a nationally recognized valuation firm.

employee who worked closely with Causey for years states that "Mike Causey has a very difficult time with the truth," that "he's a very manipulative person and he's two-faced," and that "he will say one thing to another and he's not a straight shooter." (Exhibit F6.) The owner of Cannon Surety, Dallas McClain, sued Causey in October 2017, alleging that Causey enabled "the abuse of power, while continuing to engage in outright influence peddling and overt criminal political corruption through 'Pay to Play' politics," and that "[i]nternal DOI documents reveal that [Causey] plotted to shut down Mr. McClain's company astonishingly in order to cut off his funds so he could not protect and/or defend himself." An affidavit in that lawsuit states that Causey admitted he "shut down Cannon" at the request of certain political supporters. (Exhibit F4.) The Raleigh *News & Observer*'s investigation found that Causey created a cadre of nine regional-director positions filled with personal and political allies, including his 2016 campaign manager, and opened seldom-used regional offices with expensive leases. (Exhibits F7, F8.)

54. Internal NCDOI documents reveal that Causey has a stated operating method of seizing companies to shut off their access to funds for legal fees in order to shut down challenges from litigants like Lindberg. (Exhibit F10.) Since 2019 Causey and his agents have aggressively moved to cut off Lindberg's access to funds for counsel: in 2019 Causey refused to honor the legal indemnity in place at Lindberg's insurers, and in May 2024—immediately before Lindberg's second trial—Causey's agents moved to restrain Lindberg from using any personal funds to pay legal expenses of any kind. (Exhibit F9.) When the Department of Justice decided to take the Financial Case to trial, Lindberg's lawyers asked for $10 million in defense costs that Lindberg, having already spent more than $50 million defending himself, could not fund because of the Defendants' control of his companies. The Special Master now takes the position that "there are no

more funds for legal fees." (Exhibit Y at 2.) This strategy has been effective: Lindberg files this action *pro se*.

D. Causey Instigated a Federal Investigation on False Pretenses and Ran an Eight-Month Entrapment Operation That Yielded No Crime

55. When McClain submitted information about Causey to the FBI and Causey was threatened with a federal grand jury, Causey went to the FBI with false allegations about Lindberg so that his own conduct would not be investigated. Hygan Kapikian, who attended Causey's second meeting with the FBI in late 2017, states in recorded testimony that Causey made false statements to Agent Scherger to pressure him to open an investigation, demanded that Scherger give him a wire, and falsely claimed that he felt physically at risk from Lindberg—a claim Kapikian found incredible: "from everything I had read about Greg Lindberg, from everything that they had discussed, I couldn't imagine somebody wanting to physically harm the insurance commissioner. It just didn't make sense." (Exhibit A7.) Kapikian's handwritten notes show that Causey complained to Scherger that Lindberg had engaged Causey's electoral opponent, Wayne Goodwin, at a private law firm. (Exhibit A9.)

56. At Lindberg's March 2020 trial Agent Scherger admitted that he never questioned Causey's motives because Causey was an elected official. (Exhibit A8.) The FBI's own guidelines require, before a confidential informant is engaged, an investigation of "the nature of any relationship between the CI and the subject or target of an existing or potential investigation or prosecution" and of "the person's motivation in providing information or assistance," and require that, before a sting, "the illegal nature of the conduct must be made clear and unambiguous." (Exhibit A10 at 8.) None of that occurred. Causey's obvious political conflict of interest was neither investigated nor reported to field supervisors or FBI Headquarters.

57. Causey was given a wire in January 2018 and conducted more than 107 recorded meetings and calls with Lindberg. When no crime emerged, prosecutors directed Causey to solicit personal payments that Lindberg repeatedly refused, insisting on "legal campaign contributions" made through an independent-expenditure committee and the North Carolina Republican Party. (Exhibit A5; Doc. 234 at 21–24.) On March 9, 2018—while secretly recording Lindberg to build a case against him—Causey e-mailed Lindberg that he had done "an outstanding and impressive job of answering some really tough, hardball questions from state regulators today." (Exhibit B3.)[3]

58. Despite this exculpatory record, Lindberg was indicted in 2019 (the "Donations Case," No. 5:19-CR-22), convicted in 2020, and spent more than 43 months in federal custody as a result of the Defendants' conduct. The Fourth Circuit vacated the 2020 convictions, holding that under 18 U.S.C. § 666 the "business" at issue "is not the business of the agent receiving the bribe but, rather, the business of the entity on whose behalf the agent is authorized to act," and must be "something relatively concrete and circumscribed like an action item rather than a broad policy goal." *Lindberg*, 39 F.4th at 174–75. Lindberg was retried and convicted in 2024. Lindberg contends elsewhere, not here, that the retrial record contains no evidence of any action by the entity —the NCDOI—at all. What was requested being, in the Government's own witness's words, was the movement of files "from A to B," a "fairly routine" "nonevent" requiring no "formal or official action." (Doc. 441 at 12, 19, 28.)

[3]The March 9, 2018 e-mail is itself a predicate act. It was an interstate wire sent with intent to deceive—designed to keep Lindberg unaware of the covert effort to prosecute him and thereby prevent him from taking protective action (retaining counsel, exercising his Fifth Amendment rights, ceasing communications)—in furtherance of a scheme to defraud, 18 U.S.C. § 1343, and a deprivation of the honest services Causey owed as a state official to the public and to regulated parties, 18 U.S.C. § 1346. The contradiction between the recorded scheme and the contemporaneous praise establishes Causey's scienter: fraudulent concealment of the true nature of the relationship, abuse of official position as cover for a covert prosecution effort, and calculated manipulation to maintain Lindberg's trust and continued engagement.

E. Lindberg Ceded Control in October 2018; the Enterprise Immediately Killed a Signed $450 Million Sale and a $1 Billion Refinancing That Would Have Paid Every Policyholder in Full

59. On October 18, 2018, Lindberg transferred control of the NCICs to Defendant Dinius as Special Deputy Rehabilitator under a Consent Order for Administrative Supervision that contemplated a "significant restructuring of the Companies' investments" and a potential sale process. (Exhibit F2.) Fifty-five days earlier KPMG had valued the insurers at $513.5 million (Exhibit E); eighteen days later, on November 5, 2018, the NCICs' management valued them at $641 million (Exhibit F); and the restitution record in the Western District of North Carolina conservatively documents a $454 million value of the NCICs at takeover (Doc. 234 at 38–39). By any of these measures the NCICs were worth hundreds of millions of dollars when the Defendants took them. At the time of the transfer the total balance of the affiliated loans was $1.176 billion. (Exhibit L.) Every event material to the loss now claimed occurred after that date and was within the control of the Defendants and the Government, not of Lindberg.

60. Dinius retained Defendant Meghji and M3 as financial advisor and Defendant Williams Mullen as counsel, and from that point the affiliated-loan assets and, later, the operating companies were managed from M3's offices in New York City. Causey, acting through his agents Dinius and Meghji, thereby chose this District as the base of operations for the plan to "dismantle" Lindberg's business group.

61. On November 22, 2018—weeks after learning of the federal investigation and before he was charged with any offense—Lindberg signed an exclusive letter of intent to sell the NCICs to Ares Management for approximately $450 million, a transaction that would have preserved policyholder benefits without interruption and paid every policyholder in full by mid-2019. (Exhibit G3; Doc. 234 Ex. B.) Eli Global's Chief Financial Officer, Christa Miller, contemporaneously memorialized in a January 6, 2019 e-mail to General Counsel Peter Nordberg

that, following Ares's meeting with the Department of Justice, Ares stated it had been advised by an undisclosed "third party constituent … to avoid any ongoing connection to Eli Global," refused to identify the source, and abandoned the term under which it would have retained the affiliated loans through a special-purpose vehicle. (Exhibit G4; Doc. 234 Ex. A15.) The Rehabilitator did nothing to preserve the transaction. The Government has never disclosed its communications with Ares. Lindberg's original disaffiliation plan required no sale of any operating company: the affiliated credits were to be contributed to a securitization and financed, retiring the affiliated loans on the insurers' balance sheets in full, a structure the group's principal lender was prepared to underwrite. After the Government's communications caused the lender to refuse to do business with Lindberg and to refuse to hold the affiliated assets, the plan was forced to pivot to "clean" insurance companies, which first required asset sales. (Doc. 300 at 29–31 & Exs. DS-1 to DS-21; Exhibit Z-5.)

62. Within weeks of the Ares termination, Lindberg personally directed the negotiation of an arm's-length transaction with Oaktree Capital Management, L.P. The February 2019 Oaktree "Global Solution Presentation" proposed an approximately $1.0 billion investment into a holding-company special-purpose vehicle that would have acquired the affiliated-loan positions held by the insurers and 100% of the GBIG equity, removing the affiliated loans from the insurers' balance sheets at face value. Had the Rehabilitator permitted the transaction to close, every NCIC policyholder would have been paid in full by approximately June 2019. Dinius elected not to proceed. (Doc. 174 ¶ 72; Doc. 234 Exs. C, C2.) That was the second refusal of a second sophisticated buyer pricing the same portfolio at face value within four months.

F. The June 27, 2019 Memorandum of Understanding: A Ten-Year Hold Coerced Under Threat of Liquidation, and a Sale Veto That Survives to This Day

63. The Memorandum of Understanding ("MOU") was first proposed on or about May 9, 2019. Lindberg met with the Rehabilitator in Durham, North Carolina in late May or early June 2019, and on June 27, 2019 the Rehabilitator presented the MOU on a take-it-or-leave-it basis under express written threat of immediate liquidation of all four NCICs. (Doc. 174 ¶¶ 34, 56–57; Doc. 234 Ex. D5.) The Rehabilitator's counsel characterized the tactic as a "hammer and nail": "Mr. Lindberg, you're the nail. I'm the hammer." (Wake County MOU Trial Tr. Vol. 5, at 1012:11–12.) The MOU obligated a ten-year hold of the affiliated loans, converting a marketable portfolio that had drawn two par offers into a forced decade-long hold that foreclosed the very transactions that would have repaid the loans. (Doc. 234 Ex. A14.)

64. Lindberg negotiated and signed the MOU and is familiar with its terms. Under Article II, Section 3.i, the two directors appointed by Academy Association, Inc. ("AAI") hold a veto over any sale of the assets or stock of the new holding company, NHC, or of any NHC subsidiary: "provided that there is no default under any Loan, the NHC Board may not approve the sale of the assets or stock of NHC or any NHC subsidiary without the affirmative consent of at least one AAI Director." The only circumstance in which that consent requirement drops away is a "default under any Loan," meaning the loans as they were to be amended, restructured, and assumed by NHC under Article III—the Global Loan Amendments—with defaults defined by the "Default and Remedy Terms" Article III called for. The Interim Loan Amendment executed the same day waived any and all claims for any Events of Default existing as of that date. Article III was never implemented: the Global Loan Amendments were never executed, the restructured loans were never assumed by NHC, and the Default and Remedy Terms were never adopted. In *Southland National Insurance Co. v. Lindberg*, No. 19-CVS-013093 (Wake Cnty. Super. Ct.), the

court held Article III an unenforceable agreement to agree and severed it, and the plaintiffs "have not asserted a claim based on breach of Article III." Neither the NCICs, nor Dinius, nor anyone else has ever asserted a default under Article III. If the NCICs could simply declare defaults under the old, pre-MOU loan agreements to strip the AAI consent right, the veto would be rendered meaningless. (Aff. of Greg E. Lindberg, Def. Ex. 1, Tab A to Doc. 316, ¶¶ 5–20; Decl. of Greg E. Lindberg ISO Motion to Stay Disposition of the Damovo Asset (Sept. 1, 2026) ¶¶ 2–9; Exhibits Z-6, Z-10.) The veto therefore passed intact to the Special Master when he took AAI's seats in 2025, and, as alleged below, the Enterprise exercised it in favor of every disposition since.

65. Plaintiff pleads the circumstances of the transfer because they show that the Defendants obtained control of his assets by wrongful threat, not by any voluntary act that could confer ownership; Plaintiff does not ask this Court to set aside the MOU or any judgment concerning it. Under New York law "[a] contract is voidable on the ground of duress when it is established that the party making the claim was forced to agree to it by means of a wrongful threat precluding the exercise of his free will," *Austin Instrument, Inc. v. Loral Corp.*, 29 N.Y.2d 124, 130 (1971), and facing threats of criminal prosecution and of the immediate liquidation of his insurers, Lindberg had no meaningful choice. In no event did ownership of the assets vest in any Defendant: the Defendants hold and manage them as custodians and agents under court orders.

G. The Rehabilitator Sold $1,006,239,867 of Principal-Protection Bonds Before Maturity for Approximately $394 Million, Without Court Approval, Destroying $611.6 Million of Guaranteed Value

66. In 2019 the Rehabilitator sold the zero-coupon bond portfolio before maturity for approximately $394,578,906.48—less than forty cents on the dollar of guaranteed par—rather than holding it to the contractual par value of $1,006,239,867, thereby crystallizing a loss of approximately $611.6 million on the very instruments whose only function was to prevent loss, and

destroying the principal protection that would have repaid the affiliated loans in full at maturity. (Doc. 174 ¶¶ 38–39; Doc. 295 ¶¶ 8–9.) He did so without the advance approval of the Wake County Superior Court that N.C. Gen. Stat. § 58-30-85 and the June 27, 2019 Consent Order of Rehabilitation required for material asset dispositions (Doc. 174 ¶ 45), and he ignored at least three loss-free alternatives: holding the bonds to maturity, using them to credit-enhance a sale, or borrowing against them (Doc. 174 ¶ 40). The companies held more than $1 billion in cash and marketable securities for years after the 2019 sale; there was no need to sell. (Doc. 295 ¶ 9.)

67. The companies' contemporaneous books confirm that the zero-coupon bonds existed solely to fund and protect the affiliated investments, dollar-for-dollar. When unwound, every zero-coupon component was sold at or above its then-current value (not the $1,006,239,867 payable at maturity), and the proceeds paid down principal owed to the insurers: $329,169,087.55 for Colorado Bankers Life Insurance Company, $21,842,490.43 for Bankers Life Insurance Company, and $43,567,328.50 for Southland National Insurance Company ("SNIC"). The worst-positioned notes, projected to lose $50 to $60 million, were disposed of at a net gain; the total realized gain was $6,036,766.05. The Special Master's reports neither reflect nor reconcile those proceeds. (Doc. 295 ¶¶ 3–7, 10 & Exs. G–K; Doc. 234-38.) Where a passive decision to hold collateral too long can break the chain of causation, *Robers v. United States*, 572 U.S. 639, 647–48 (2014) (Sotomayor, J., concurring), a fiduciary's affirmative decision to liquidate a held-to-maturity, par-payable principal-protection instrument before maturity—forgoing $611.6 million of contractually mandated value—breaks it *a fortiori*. *United States v. Tyler*, 767 F.2d 1350, 1352 (9th Cir. 1985) ("Any reduction in its value stems from the government's decision to hold the timber during a period of declining prices, not from [the defendant's] criminal acts.").

H. Dinius's Management of the NCICs Destroyed Their Value While More Than $165 Million in Fees Were Paid Without Court Approval

68. Instead of preserving the documented value of the NCICs and growing or selling it, Dinius proceeded over more than six years to deplete the NCICs through exorbitant fees, unrelated losses, and blocked transactions. He had no intention of "rehabilitating" the NCICs or selling them. Under his direction every claim, annuity, and policyholder payment stopped; exorbitant fees were charged in lieu of payments to policyholders; transactions that would have generated well over $1 billion dollars in payoffs were blocked; buyers were discouraged and even sued (Exhibits A2, B2, O.2); and more than $137 million was lost on corporate-bond investments entirely unrelated to Lindberg. (Exhibit M.)

69. More than $165 million in fees has been paid from the insurance-company estates to the Rehabilitator and others since June 2019, including an estimated $25 million in compensation to the Rehabilitator, an estimated $30 million to Defendant Williams Mullen, and ongoing monthly fees of approximately $2.5 million to the Rehabilitator and various advisors, including M3. (Exhibit M; Doc. 234 at 10 & Ex. M.) Not one dollar of those fees was approved by any court as N.C. Gen. Stat. § 58-30-85(3) requires. These payments continue to this day, by wire, from and through Meghji's New York offices, to the detriment of the NCICs and of Lindberg as the sole owner of their surplus equity.

70. In the UKAT matter, on a date known to the Defendants, Bob Alban wrote to Williams Mullen, as representative of the agent for the loans to UKAT's parent, seeking approval of a financing by BC Partners that would have generated approximately $39 million (£29 million) for the insurance lenders. Williams Mullen and Dinius rejected the refinancing; UKAT was forced into administration and sold at a fire-sale price; and the $39 million was lost. (Exhibit N.) Dinius blocked a deal in which the insurers would have been paid $39 million knowing that by blocking it

the NCICs would get nothing—one of a myriad of decisions that destroyed the value of the NCICs while he and his advisors collected fees.

71. After Dinius took control, Lindberg transferred an additional $18,007,661 into Southland National Insurance Company (Exhibit J) and $56,000,000 into Colorado Bankers Life Insurance Company (Exhibit K at 4, line 51), and in December 2022 caused AAPC preferred equity with a par value of $352,906,240 to be transferred to Universal Life Insurance Company ("ULICO"), a creditor of the NCICs, under a dollar-for-dollar credit agreement in partial satisfaction of a civil judgment. (Doc. 278 ¶ 6.)

I. Montshire/Alban (2023), the $3.4 Billion Quadro Merger (2024), and the Clanwilliam Fire-Sale (2025)

72. In 2023 Lindberg negotiated with Montshire Advisors and an investment group formed by Bob Alban to submit a purchase agreement to the NCDOI for the insurers—a transaction that, like Ares and Oaktree, would have paid every policyholder in full. The Rehabilitator not only rejected the offer; he filed litigation against Mr. Alban. (Doc. 174 ¶ 117; Exhibits A2, B2, O.2.) The Defendants do not want the assets sold; they want to continue receiving $2.5 million a month in fees, regardless of the value destroyed in the process.

73. In the first quarter of 2024, Quadro Acquisition Corp. One (NASDAQ: QRDO) signed a purchase agreement valuing the Specified Affiliated Companies at approximately $3.4 billion—and the Clanwilliam Group alone at $880 million, at 22.14 times EBITDA. (Exhibits G, I; Doc. 174 ¶ 118.) The five publicly traded comparables used to price that agreement (Addtech, Indutrade, Lifco, Diploma, and Beijer Alma) traded at an average enterprise-value-to-EBITDA multiple of 22.14 at signing and 24.21 as of September 9, 2026 (Addtech 30.10; Indutrade 25.51; Lifco 20.74; Diploma 26.11; Beijer Alma 18.61); the valuation has passed the test of time.

(Exhibits P, Q.) The Rehabilitator blocked the Quadro transaction over Lindberg's repeated objections.

74. In October 2024 the Specified Affiliated Companies were contributed to NHC. (Meghji Aff., Gov't Ex. C to Doc. 308, ¶ 4.) In December 2024, at a meeting in New York City attended by representatives of the Defendants, two New York-based associates of Meghji, David Resnick and Tom Biaggi, stated that one of the primary purposes of selling the Clanwilliam Group —at far below the market value established months earlier—was to provide funds to pay fees to Meghji and his employees in the New York office, including Mr. Biaggi's son. In September 2025 the Enterprise sold Clanwilliam to TA Associates, a private-equity buyer, for approximately $450 million, after management declined to complete a refinancing, forcing a sale to a favored buyer at a steep discount—a destruction of approximately $474 million of value, as documented in the restitution record (Doc. 234 at 38–39), attributable entirely to the discretionary decision to block Quadro. (Exhibits S, S2; Doc. 174 ¶ 118.) Public acquirers pay materially more than private-equity acquirers—target shareholders receive a 63% higher premium when the acquirer is a public firm (Exhibit R)—and Dinius chose the piecemeal private sale.

75. The parties to the Clanwilliam sale had their own conflicts. Clanwilliam's trustee, Steve Wilson, is a former partner of Latham & Watkins who continues to receive compensation from that firm; Latham & Watkins represented TA Associates in the transaction while having advised Lindberg on the formation of the Clanwilliam Trust. Meghji is under FBI investigation for his conduct as financial advisor in the New Orleans Archdiocese bankruptcy, including the alleged origination of a $30 million loan intended to pay his fees and Latham & Watkins's fees. (Exhibit T.) Lindberg has sued Wilson and TA Associates over the Clanwilliam sale (Exhibit S) and has attested to the facts of that transaction under oath (Exhibit U). Of the Clanwilliam proceeds, the

Special Master withheld a $14,112,426 administrative reserve and paid $23,520,710 to Vista—an entity he is "unsure" is even due restitution—and credited neither to Lindberg. (Doc. 66 ¶¶ 20(d), 26 n.8; Doc. 190.)

J. The Financial Case, the "Guaranteed" Life Sentence, and a Plea That Fixed No Restitution Amount

76. Eight months after the Fourth Circuit vacated the Donations Case convictions, the same United States Attorney's Office charged the Financial Case, No. 3:23-CR-48, in February 2023, on conduct the Government had known of for years—the affiliated-investment program approved by the regulator. Lindberg has raised in the Western District of North Carolina, and will raise on appeal, the presumption of vindictiveness that attaches to graver charges brought after a defendant successfully exercises his appellate rights. *Blackledge v. Perry*, 417 U.S. 21, 27–29 (1974). During pre-indictment negotiations at the Department of Justice's Charlotte offices in November or December 2022, the Government told Lindberg that it "guaranteed a life sentence" if he took the Financial Case to trial. Threatened with life imprisonment, cut off from the funds necessary to mount a defense by the Defendants' control of his companies, and having already spent more than $50 million defending himself, Lindberg entered a guilty plea in November of 2024.

77. The Plea Agreement fixes no restitution amount. Paragraph 8(a) stipulates only a Guidelines loss figure exceeding $550,000,000 and expressly provides that Guidelines "loss" "may be different from, greater, or lesser than restitution under 18 U.S.C. § 3556." Paragraph 10(a) obligates Lindberg to pay "full restitution, regardless of the resulting loss amount, to all persons directly or indirectly harmed by the defendant's criminal conduct"—an express causal predicate that preserves, rather than waives, the MVRA's requirement that restitution rest on losses the offense proximately caused. (Doc. 40 ¶¶ 8(a), 10(a); Doc. 234 at 14–16; Doc. 300 at 4–6.) The

Factual Basis admits no loss amount, does not admit that any figure was foreseeable, and does not attribute to Lindberg the Rehabilitator's later conduct. (Doc. 42 ¶¶ 5–6.) Paragraph 9 consented to "the appointment of a special master to identify, receive, apportion, and distribute funds for restitution"; it did not consent to a receiver.

78. By encouraging federal authorities to pursue charges against Lindberg, Causey chose to bring claims that would be adjudicated under the MVRA, 18 U.S.C. §§ 3663A and 3664. The Defendants must live with that choice. The MVRA's purpose is to make victims whole, not to confer windfalls, *United States v. Boccagna*, 450 F.3d 107, 115 (2d Cir. 2006); *United States v. Nucci*, 364 F.3d 419, 423 (2d Cir. 2004), and the statute "provides for credits against the offender's restitution obligation to prevent a victim from obtaining a windfall." *Robers*, 572 U.S. at 644.

K. The Government Recruited a Special Master, Converted Him Into a Receiver Over Lindberg's Objection, and Vested Him With "Exclusive Possession and Control" of the Primary Restitution Assets

79. Before any motion was filed, the Government itself recruited the officer, asking the defense to "consider this Charlotte-based firm for the role as special master"—Grier Wright Martinez PA. (Def. Ex. 1, Tab C to Doc. 316; Doc. 54 ¶ 8.) The defense-proposed appointment order framed the role as "an independent, third-party neutral in accordance with 18 U.S.C. § 3664(d)(6)," acting "solely in [his] capacity as Special Master," and conferred no custody, liquidation, or title-clearing powers. (Doc. 308-1 ¶¶ 1, 11.) By e-mail of December 18, 2024, Assistant United States Attorney Daniel Ryan took control of the draft, rejected nearly all of the defense's changes—including the request that the order impose a fiduciary duty to all stakeholders—struck the provisions preserving any measure of consultation with Lindberg, and insisted that Lindberg was "supposed to be giving up 'exclusive possession and control' of these assets to the government's satisfaction in order to get the benefit of the plea agreement," that the Government

"will not agree to any such efforts," and that "[t]he Special Master does not owe a duty to Mr. Lindberg or to the assets, but rather to the Court and to victims." The Government's markup armed the officer to "select an appropriate method and timetable to liquidate" the assets, to "oversee and help accomplish the liquidation," to "clear title to all assets for transfer to bona-fide buyers," to "cooperate and coordinate with any other receivers previously appointed over assets," and—in a provision AUSA Ryan himself introduced—to "assume Defendant's and/or Global Growth's authority … to (1) appoint trustees for all trusts related to the Primary Restitution Assets; and (2) appoint directors to all boards of directors of all companies related to the Primary Restitution Assets," under threat of "competing memos and proposed orders" if the defense did not agree. (Decl. of Greg E. Lindberg in Response to the December 18, 2024 Allegations, Def. Ex. 1, Tab B to Doc. 316, ¶¶ 8–10; Def. Ex. 1, Tab D; Exhibit Z-7.)

80. On January 23, 2025, the Western District of North Carolina entered the Order Appointing Special Master (Doc. 56), directing that all of Lindberg's rights and interests, "whether held directly or indirectly," in the "Primary Restitution Assets"—including NHC and AAPC—be placed in the "exclusive possession and control" of the Special Master (¶ 9). The Order required prior court approval before any sale (¶ 6(e)); required the Special Master to "regularly update the Parties throughout the diligence and/or sales process" (¶ 5) and to advise Lindberg through counsel and in writing (¶ 8); required that matters be brought before the court "upon notice and hearing" (¶ 15); provided that the Special Master and his professionals be paid from "the assets administered by the Special Master" (¶ 14); and defined his authority as that "vested in the Special Master by the Court" (¶ 16). It has only two parties, the United States and Lindberg, and it authorizes no ex parte communication with anyone. Cf. Fed. R. Civ. P. 53(b)(2)(B). (Exhibit V3.)

81. On February 13, 2025, effective January 23, 2025, Lindberg and Global Growth Holdings, LLC executed an Assignment Agreement transferring their interests in the AAPC Holdings Common Units to the Special Master "solely in his capacity as special master." The Special Master covenanted to "administer the Assigned Rights and Interests in accordance with the Order" (§ 4(a)), and the parties agreed that Lindberg "shall continue to be the beneficial owner of the Common Units" for federal, state, and local tax purposes and "shall continue to receive allocations and corresponding tax distributions if any," with "all Parties' rights reserved concerning the appropriate amount of any tax distributions, if any" (§ 4(e)). Section 16 provides that nothing in the Agreement limits the Special Master's discretion "to fashion a restitution order." (Exhibit V.) Lindberg's interests in NHC were transferred on the same terms, and the Special Master thereby became the record owner of the NHC equity, "holding all associated economic, legal, voting, and" other rights. (Doc. 260 at 2.)

82. Lindberg also remains the obligee of the General Indemnification Policy of February 29, 2020 (Delaware law; advancement within ten days; judicial enforcement) and of the Tax Indemnification Agreement of September 25, 2019 (New York law; exclusive New York forum; ten-percent interest; fee-shifting), both confirmed by the Indemnity Confirmation of July 16, 2024 as binding jointly and severally on all Global Growth companies "including any companies that may now be in various trusts," and covering, among other things, all costs of the Western District of North Carolina cases. (Exhibit V2.) The value of the assets the Enterprise is liquidating is the only source from which those obligations to Lindberg can be paid.

83. Approximately two weeks after taking the NHC equity, the Special Master, signing "solely as Special Master," removed both of the directors that AAI had appointed to the NHC board, Kathy Million and Lonna Carter, effective immediately. (Million Decl. ¶¶ 25–26.)

Thereafter Defendant Meghji—who had administered the NCICs' affiliated-loan assets for Defendants Causey and Dinius from New York since 2019 and whose firm was the rehabilitation estates' financial advisor—became the acting Chief Executive Officer of NHC. From that point the Enterprise no longer needed to negotiate with Lindberg's companies as counterparties; it controlled them. The same New York-based group that held the NCICs' loan book as creditor now controlled, through NHC, the operating companies that were the borrowers; it valued both sides of that ledger through Meghji's firm; and it sold the assets on both sides. And the MOU's sale veto—AAI's consent right—passed intact to the seats the Special Master had cleared, so that no disposition described below could close without the affirmative consent of the Enterprise. (Def. Ex. 1, Tab A ¶¶ 19–20.)

L. The M3 "Desktop" Valuations: A "Best Guess," "Inherently Unreliable," by the Sellers' Own Advisors

84. At Defendant Meghji's direction, M3 produced the valuations of every Primary Restitution Asset and every Specified Affiliated Company on which the Special Master's reports, and in turn the Government's restitution and forfeiture positions, rest. (Docs. 106, 245, 279, 308.) The Special Master describes those valuations as a "best guess," "inherently unreliable," a "current guess," and "a desktop exercise" that does "not constitute formal valuations or fairness opinions," and describes his loss-side figures as balances he "presumed … were accurate." (Doc. 245 at 9–10, 36 & n.31, 37.) Between his initial report and his Second Supplement the estate's estimated value was cut by roughly a third, from a $1.454 billion midpoint (Doc. 106 at 30) to a $998 million midpoint (Doc. 245 at 36), without disclosure of the underlying data and with the explanation for the reduction filed under seal. The recommended restitution figure thus exceeds the Enterprise's own midpoint estimate of the assets available to pay it by more than $600 million—the arithmetic predicate for a forfeiture money judgment against Lindberg personally. The sellers' own advisors,

in other words, marked down what the sellers were selling. The Special Master has refused to place his valuation methodology on the record at all.

85. Assets of approximately $6.4 billion were transferred to the Rehabilitator and the Special Master, measured by the Quadro purchase agreement (SACs approximately $3.4 billion; Clanwilliam approximately $880 million at 22.14x EBITDA), the KPMG August 24, 2018 USPAP restricted appraisal (Colorado Bankers Life $380.5 million; Bankers Life $57.5 million; Southland National $29 million; Southland National Reinsurance $46.5 million), Houlihan Lokey's valuation of AAPC at approximately $3 billion at 20 times projected 2026 EBITDA of $150 million, and the Rehabilitator's own team's $454 million valuation of the NCICs on November 5, 2018—against the Special Master's $998 million "guess." Valuing revenue-producing going concerns at little more than their debt systematically understates what the businesses are worth, understates the credits and offsets Lindberg is owed, and inflates the net loss charged to him. (Doc. 316, Part IX.)

86. The Special Master's Second Supplement (Doc. 245) concedes, in thirteen footnotes, that he and Lindberg "agree on the basic, objective, material facts"; in eight of them the only disagreement he identifies is the legal conclusion "of whether the chain of proximate cause was broken"; he states that foreseeability is a matter he "has not set out to prove (and does not consider it within the Special Master's charge to prove)"; he asserts that "an inability to pay is always reasonably foreseeable"; and three times he declines to examine the conduct of the state-court fiduciaries at all because he is "not well-situated to second guess discretionary decisions made by state court supervised fiduciaries in their business judgment." (Doc. 245 at 19, 21–22, 25, 30; Doc. 281 at 6.) The Second Supplement never mentions the Quadro, Montshire/Alban, or Oaktree transactions, the Ares letter of intent, the KPMG valuation, or the Houlihan Lokey analysis; cites no MVRA causation authority; applies a "convinced the Special Master" standard

six times rather than 18 U.S.C. § 3664(e); and allows approximately $39 million—about 1.3%—of the documented offsets. The "discretionary decisions" the Special Master declined to second-guess are the acts of Defendants Dinius, Meghji, and Williams Mullen alleged in this Complaint.

87. AAPC Holdings—a going concern that provides training and credentialing for the medical coding, billing, and auditing profession, valued by KPMG at $900 million in 2018, since valued by Houlihan Lokey at approximately $3 billion at 20 times projected 2026 EBITDA of $150 million, and reporting approximately $84 million of net income on its 2025 federal return—was written down by the Special Master, in a sealed appendix, on "conjecture about generative artificial intelligence": "it does not take too much imagination to foresee risks to AAPC's business model that could result from artificial intelligence supplanting opportunities for medical coders and medical billers." (Doc. 245, App. 1.) Houlihan Lokey, whose valuation the Enterprise now disregards, is one of the investment banks the Special Master engaged to market AAPC. AAPC's own published position is that automation augments rather than eliminates the need for credentialed coders. The reduction of AAPC to near zero—accomplished with no motion, notice, or hearing—is the very event that triggers the forfeiture money judgment sought against Lindberg. (Doc. 331 at 8–10.)

M. The Figures Were Developed Ex Parte, on Data the Government Now Says It Does Not Possess, After Eighteen Months of Refused Requests

88. The loss and valuation figures were developed through ex parte communications among the Special Master and his advisors, the Government, and the interested custodians of the assets and data—M3, NHC, the NCICs, Defendant Dinius, Wes Camden, and Defendant Williams Mullen—to which Lindberg was not a party, on which he was not copied, and which he has never seen. (Doc. 331 at 5–6; Doc. 331-1 ¶¶ 2–4.) Throughout 2025 and 2026 Lindberg and his counsel participated in periodic, in substance weekly, meetings and calls concerning the restitution

calculation with AUSA Ryan, the Special Master, and the Special Master's financial advisor, Paladin Management Group. Each time a question arose Lindberg went back to his records and provided whatever responsive information he had; he withheld nothing. His records reflect communications concerning the restitution calculation only with the Government and the Special Master; he received nothing back from NHC, the NCICs, Wes Camden, Williams Mullen, M3, or Dinius. In those calls the Government represented that Lindberg would be permitted to argue the Clanwilliam offset at a value of approximately $800 million and that the loans to the NCICs would be treated as offsets—but the valuations against which those offsets would run were developed in communications he never saw. What came back were final values, adjusted on the basis of communications he never saw, without disclosure of how or why the adjustments were made. (Aff. of Greg E. Lindberg, Doc. 331-1, ¶¶ 2–7; Exhibit Z-9.) On information and belief, at least some of the custodians—including Dinius, NHC, and the NCICs—told the Government that if it wanted certain information it should obtain an order from the court. (Doc. 331-1 ¶ 4.)

89. From the Special Master's appointment forward Lindberg requested the underlying data in writing at every stage: on January 23, 2025; in the spring of 2025 for the M3 valuations; on June 16–17, 2025 for the NCICs' loan data, which the Special Master agreed on June 17 to share and never did; on July 29–30, 2025, when the defense supplied its own analysis and received nothing in return; on August 13, 2025, on the Clanwilliam valuation and offsets; on September 16, 2025, in a Restitution Calculation letter to the Special Master and his financial advisor; on November 22–23, 2025, on causation and offsets; in December 2025, in formal written information requests that the Special Master deferred on December 18, 2025; in response to the March and April 2026 reports, which offered only to show conclusions under seal or *in camera* (Doc. 106 at 29); in response to the July 2026 filing of low, middle, and high figures under seal with no

underlying data; on August 15–17, 2026, in a written demand that the data be placed on the record; and in a forty-seven-category itemized demand served August 26, 2026 and renewed August 28–29, 2026. Every request was deferred, conditioned, or refused. (Doc. 331-1 ¶ 5; Doc. 331 at 6–7, 17–22; Doc. 331-2.) Lindberg has been four times divested of his companies' books, the access order was never signed, and his Rule 17(c) subpoenas for the records now held by NHC, the NCICs and their Rehabilitator, the Bermuda insurers, and the Special Master and his advisor have been opposed by the Government and the Special Master while those parties simultaneously withhold the records. (Doc. 248.)

90. On August 17, 2026 the Government stated in writing that it does not possess the data underlying the figures it has adopted as its own—having asked the court to "adopt the reasoning and recommendations" of the Special Master (Doc. 279) and stated that it "concurs with the arguments and conclusions contained in the Special Master's filings" (Doc. 308)—because much of it was exchanged ex parte and never came to it; it first represented that everything had been provided to former counsel, a representation both former and current counsel investigated and found untrue; and it declined to "litigate via email," "reserving [its] position until [it saw the] motion." The Special Master's counsel offered to produce only "documents in [his] possession," and only under a confidentiality agreement or court order, and his final answer was "No." (Doc. 331-2 (Ryan e-mail, Aug. 17, 2026; Martinez e-mail, Aug. 17, 2026); Doc. 331-1 ¶ 5(m).) Lindberg's current counsel learned of the ex parte character of the proceeding on or about August 27, 2026 and moved to compel within days. (Doc. 331 at 5–6.) The data on which a multibillion-dollar criminal punishment rests is, on the Government's own account, in the hands of no party to the proceeding. It is in the hands of the Defendants. Many of the communications were oral and occurred outside the periodic calls the defense attended; what passed among the Special Master,

the Government, and the custodians "leave[s] no trace in the record" and is "now unknowable." *Edgar v. K.L.*, 93 F.3d 256, 259 (7th Cir. 1996).

N. The Beckett Sale: A $1,003,924,000 Business Sold for Approximately $134 Million, Off the Docket, on the Consent of Defendant Meghji's Company

91. Beckett Collectibles, LLC was held in the Beckett Collectibles Trust (Trust Agreement dated as of June 2021; Amended and Restated Trust Agreement executed December 5, 2023), the Grantor of which is Entrust Global Group, LLC, an entity managed by NHC. Under the Trust Agreement the trust could terminate only "at such time as the Grantor provides written approval of the termination" (§ 9.1(e)), and a sale of substantially all Beckett assets was a "Fundamental BKX Matter" approvable only "in accordance with the Grantor's instructions" (§ 7.2(a)(vi)). (Exhibits X4–X6.)

92. Beckett was independently appraised by Cabrillo Advisors, under USPAP standards, at a fair-market enterprise value of $1,003,924,000 (valuation date January 31, 2022; report April 7, 2022). In April 2022 Blackstone Tactical Opportunities proposed to acquire Beckett at an enterprise value of $800 million to $900 million and modeled "Beckett Proceeds by 2022E" of $941 million to $1.065 billion (term sheet April 14, 2022; Cornyn to Holbrook/Turrell, April 16, 2022); Global Growth countered at $1.05 billion (April 5, 2022) and $1.1 billion (April 18, 2022). The Cabrillo appraisal valued each Collectivus company separately—Arcane Tinmen ApS at $107,749,000; CBCS Operations, LLC at $14,125,000; Southern Hobby Distribution, LLC at $538,010,000; and Beckett Collectibles, LLC at $1,003,924,000—so the $1 billion figure is Beckett standing alone. (Doc. 256-1 at 3; Doc. 256-2; Exhibits X–X3.)

93. In December 2025 Beckett was sold for approximately $134 million—roughly thirteen cents on the dollar. There was no motion, no notice, and no order on the docket of the Western District of North Carolina; the Special Master disclosed the completed transaction only

after the fact and takes the position that "no approval was required"; the price was withheld from Lindberg as "confidential"; a J.P. Morgan fairness opinion referenced in connection with the sale has never been produced; and no accounting of the proceeds has been rendered. (Docs. 256, 260, 269, 280; Doc. 537 at 7, 26–28 (No. 5:19-CR-22); Doc. 234 at 13 & Ex. B25.) The sale was effected without the prior court approval that paragraph 6(e) of the appointing order required and without the notice and hearing that paragraph 15 required. A $3,000,000 "CBL subordination fee" was extracted from the estate in connection with the Beckett refinancing and never credited.

94. Defendant Meghji has sworn to the mechanics. In an affidavit the Government filed as Exhibit C to its Consolidated Position (Doc. 308), Meghji, as acting CEO of NHC, attested that the Beckett Trust "terminated in accordance with the terms of the Beckett Trust Agreement" (¶ 9); that "NHC provided its consent to the transaction as the Manager of … Entrust Global" (¶ 19); that the Special Master's board designee voted to approve the transaction (¶ 20); and that the Special Master "has provided a letter to his Board appointee," reviewed by the board before it voted, stating that he would not object (¶ 21). Termination "in accordance with the terms" required the Grantor's written approval; the sale required the Grantor's instruction; the Grantor acts through its Manager, NHC; and NHC acts through Meghji. By Meghji's own account, therefore, Meghji supplied the consent that dissolved the trust and cleared the sale, the NHC board on which the Special Master's designee sat voted it through, and the Special Master did not object. Meghji did not merely execute a decision made elsewhere: his firm produced the valuation on which the price was accepted; he negotiated and operationalized the transaction from New York; he signed for the Grantor's Manager; and his firm is paid from the estate the sale depleted. The sale was thereby approved, on the sellers' side, by the same persons who valued the asset and who are paid from the proceeds. (Meghji Aff., Exhibit X7.)

95. Meghji's affidavit offers its five load-bearing assertions—that the SACs were placed in trust to "remove GGH and Lindberg from … management" (¶ 5); that Entrust Global owned Collectivus when the trust was formed in 2021, years before Meghji had any role at NHC (¶ 8); that Beckett's 2025 revenue and EBITDA "were a small portion" of the Collectivus Group's (¶ 13); that the Special Master provided the non-objection letter (¶ 21); and that the "Surviving Collectivus Group … remains a valuable restitution asset" (¶ 22)—only "to the best of [his] knowledge, information and belief," after claiming personal knowledge in paragraph 1, and offers not a single financial figure in support of the claim that a business appraised at $1 billion was "a small portion" of anything. See *Causey v. Balog*, 162 F.3d 795, 803 n.4 (4th Cir. 1998); Fed. R. Evid. 602. The affidavit was transmitted by interstate wire to the United States Attorney's Office and filed with the Government's Consolidated Position (Doc. 308) in August 2026, in support of a $1.655 billion restitution demand, to characterize a sale that Meghji's own company had approved.

96. The sale destroyed approximately $866 million of value. That loss increased the documented offsets and credits in Lindberg's restitution proceeding from $2,899,418,383 to $3,765,418,383 (Response to Final Report, July 30, 2026, at 5 n.1), and it eliminated, in one transaction, one of the largest single assets from which any judgment in this action could be satisfied. Twelve days before Lindberg's sentencing, the Special Master presented him with a "Consent, Waiver, and Acknowledgement" whose operative clauses would have released, and covenanted not to sue, a beneficiary class expressly including the Special Master himself, and advised the court four days before sentencing that he "expects that Defendant will execute" it. (Doc. 159 at 3, 5.) Lindberg refused. A fiduciary does not seek a release for conduct that creates no exposure; the request itself confirms that the dispositions generate a diminution in value independent of Lindberg's conduct.

O. Sentencing on a $1.655 Billion Figure No One Can Document, Procured by Four Materially False Statements

97. On May 26, 2026 the district court imposed a controlling sentence of 144 months—nearly double the 87 months previously found sufficient for the same course of conduct—and thereafter entered a preliminary restitution figure of $1,655,000,000 (Doc. 161 at 3), approximately $30 million above even the Special Master's recommendation of approximately $1.625 billion, without explanation on the record and without any accounting. On the Special Master's own figures the principal-only measure of loss is approximately $1.362 billion; the recommendation reaches $1.625 billion only by adding approximately $263 million of "time value of money" interest at a 2.19% rate the Special Master selected over objection (Doc. 106 at 3–4; App'x 3 at 8), contrary to the Department of Justice's own published guidance that interest is "not eligible for restitution." At sentencing the court characterized "the real loss" in the case as "risk." (Sent. Tr. May 26, 2026 (Ex. ST to Doc. 234); Doc. 234 at 3, 31–35.) Lawful risk—approved by the regulator, within industry practice, and not prohibited by statute until 2019—cannot be the predicate for a penal, loss-measured award, and "[a] defendant cannot be ordered to repay money that was never actually lost." (Doc. 234 at 31–35.)

98. At sentencing the Government made four materially false statements: it presented victim statements gathered before the December 23, 2025 distribution as though they were current; it represented that policyholders remained unpaid, when the Special Master's own Notice of Distribution confirmed final payment to all approximately 43,000 American policyholders; it presented an inflated ULICO loss figure on the order of $1 billion that the court itself found "overstated"; and it told the court there were "big numbers still missing," when no party in seven years of litigation has ever alleged that anything is missing. On information and belief, the stale victim statements were supplied to the Government by the NCICs under Dinius's control, through

Williams Mullen and Wes Camden. After sentencing, Assistant United States Attorney Lyndie Freeman telephoned Lindberg's then-counsel at Katten Muchin Rosenman and asked that counsel remove Lindberg's motion-for-stay filings from the docket. The Government also urged, and obtained, an offense-level enhancement driven by a loss of approximately $1.6 billion—the very number it now recycles, as $1.655 billion, into the restitution demand and the forfeiture keyed to it—while taking the position (Doc. 308 at 5 n.3) that the Guidelines figure is analytically "separate" from restitution and need not be reduced by the § 3664(j) credits. Lindberg has argued in the Western District of North Carolina that a party may not disclaim a number to avoid the offsets that reduce it and simultaneously deploy the same number, unreduced, to increase the punishment, and that this, together with attributing to Lindberg a receiver structure the Government itself authored, is a "foul blow[]," not a hard one. *Berger v. United States*, 295 U.S. 78, 88 (1935). The Government's conduct is pleaded here as background; the Government is not a defendant. The Government and the Special Master have since taken "the position of running out the clock" (Doc. 331 at 2)—pressing toward a final order under the ninety-day deadline of 18 U.S.C. § 3664(d)(5), which is directory rather than jurisdictional, *Dolan v. United States*, 560 U.S. 605 (2010), while producing none of the data on which the figures rest—even though the Government bargained, in the Plea Agreement, for a process in which the restitution record would be developed through the Special Master before any final determination, and is held to that bargain. *Santobello v. New York*, 404 U.S. 257, 262 (1971).

P. The Restitution Record: Every Policyholder Has Been Paid in Full, and the Documented Offsets Exceed the Restitution Figure by More Than $2 Billion

99. On December 23, 2025, the Special Master's Notice of Distribution confirmed that all of the NCICs' approximately 43,000 American policyholders had been mailed final payment, totaling approximately $157 million, in full settlement of their claims. The Special Master has

determined that the policyholders are not victims and that they have been "made completely whole" and "confirmed paid in full." (Exhibit B7; Doc. 100; Doc. 234 Ex. D7.) Every member of the American public affected by these cases has been paid in full.

100. As of October 2018 the total balance of the affiliated loans was $1.176 billion; net of accrued interest at the prejudgment rate and of payments and offsets, the remaining balance is $897 million. (Exhibit L.)[4] Against that balance Lindberg is due, under 18 U.S.C. §§ 3663A(b)(1)(B) and 3664(j)(2) and *Boccagna*, 450 F.3d at 115, 118 (offset value "must be determined as of the date property is returned"), credits of $641 million for the value of the NCICs when transferred to Dinius's control in October 2018, $74 million for cash Lindberg invested in the NCICs after the transfer, $192 million for cash received by the NCICs from the September 2025 Clanwilliam sale, $474 million for the loss the NCICs realized on that below-market sale, $611 million for the loss realized on the premature sale of the zero-coupon principal-protection bonds, $394 million for the cash the NCICs received on that sale that has never been credited to Lindberg, and $866 million for the loss realized on the Beckett sale. On the affiliated-loan assets alone, Lindberg has transferred more than $1.381 billion against a net obligation of $897 million (Exhibit L); with the zero-coupon-bond and Beckett credits, the total exceeds $3.25 billion against that $897 million obligation, an overpayment of over $2 billion. (Exhibit L; Doc. 295; Doc. 316 Part VIII.)

101. The record in the Western District of North Carolina documents, across the entire restitution proceeding, the following offsets, credits, and reductions against the $1,655,000,000 preliminary figure (Doc. 234 at 38–39; Doc. 281 at 30; Doc. 316 Part VIII):

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[4]The prejudgment interest rate, not the contractual rate, is the proper measure of any time-value component, because restitution is not meant to "guarantee the benefit of any bargain," *United States v. Qurashi*, 634 F.3d 699, 704 (2d Cir. 2011). Lindberg maintains, moreover, that the MVRA authorizes no interest at all where the property lost is cash returnable under 18 U.S.C. § 3663A(b)(1)(A), that the Department of Justice's own guidance excludes interest as "not eligible for restitution," and that the $263 million the Special Master added must be excluded in full. (Doc. 234 at 33–35 & n.4; Doc. 316 Part VIII.)

(a) improper additions to the affiliated-investment balances: prejudgment "time value" interest, $263,000,000; and a corrected starting balance of the affiliated investments, $141,000,000;

(b) credits and offsets: AAPC preferred equity transferred to ULICO, at par as of May 26, 2026, $352,906,240; SNIC payments, $27,823,425; cash payments to the pre-designated restitution parties not captured by the Special Master, $79,655,289; the CBL subordination fee extracted in the Beckett refinancing, $3,000,000; additional Clanwilliam sale proceeds, $20,000,000; ULICO's sale of contributed real estate, $13,596,013; the Bermuda insurers' proceeds from sales of affiliated assets, $9,800,076; sale proceeds of the zero-coupon bonds in the principal-protected notes, $243,452,385; and the value of the NCICs as of October 2018, $454,000,000; and

(c) losses not proximately caused by Lindberg: Agera, $129,398,324; Eye Care Lenders, $22,288,826; UKAT, $39,000,000; the insurance-holding-company debt portion, $14,897,805; the Clanwilliam below-market sale, $474,000,000; the early zero-coupon bond sales, $611,600,000; and the Beckett sale, $866,000,000—

102. In total, the record documents minimum offsets and reductions of $2,899,418,383 before Beckett and $3,765,418,383 with Beckett, against a $1,655,000,000 figure—net restitution owed, on Lindberg's showing, of $0, before the roughly $1 billion of first-loss capital he contributed. (Exhibits Z-1 through Z-5.) Lindberg has so demonstrated to the Western District of North Carolina and contends on appeal that restitution has not merely been paid but overpaid by more than $2 billion. The figures pleaded above for the affiliated-loan assets alone are a subset of this record. These figures are pleaded here to show the magnitude of the value the Defendants

destroyed and the absence of any legitimate purpose for further dispositions, not to ask this Court to determine any credit under 18 U.S.C. § 3664.

103. The Government's own chart concedes the point. It disallows credit for the diminution in the NCICs' 2018 value ($454,000,000), the Eye Care Lenders loss ($22,288,826), the UKAT refinancing failure ($39,000,000), the Clanwilliam sale loss ($474,000,000), and the losses from selling the zero-coupon bonds before maturity ($611,600,000) on the express ground that each resulted from a decision by the rehabilitators or the Special Master made "after LINDBERG defrauded them" (Doc. 308 at 5–6)—which is to say, the Government concedes that these losses were caused by the intervening decisions of the Defendants. It declines restitution for Conservatrix and Vista altogether because it "does not have sufficient evidence" to connect their losses to Lindberg's conduct (Doc. 308 at 7–8). It credits the AAPC preferred equity, the SNIC payments, the CBL fee, the ULICO real-estate transfer, and the Bermuda proceeds, if at all, only "if and when" monetized and only in "the actual dollar amount of value once realized" (Doc. 308 at 3–5)—inverting a statute under which credits are fixed as of the date property is returned. The Government cannot treat the Defendants' later decisions as irrelevant when they would reduce Lindberg's exposure and decisive when they increase it.

Q. The Liquidations Continue: AAPC, Damovo, and the Next Sale

104. The Beckett sale was not an aberration; it was the pattern. In 2026 AAPC, another Primary Restitution Asset, was reduced to a value near zero on the Special Master's own reports, with no motion, notice, or hearing. AAPC's credit facility with HPS Investment Partners matures on July 1, 2027. On September 1, 2026 Lindberg wrote to AAPC's Chairman and Board, with copies to the Special Master, requesting only visibility into the refinancing process—the process, timeline, and bank; term sheets before execution; and the 2026 EBITDA board deck—so that

AAPC does not become another Clanwilliam, sold to a favored buyer at a steep discount after management declines to complete a refinancing; and reminding the Board of its outstanding obligations to Lindberg under Assignment Agreement § 4(e) and the indemnities. (Exhibit Y.)

105. Damovo, one of the Specified Affiliated Companies and a Primary Restitution Asset, is a going concern worth between approximately $400 million and $500 million; on July 31, 2026 Twelve Seas Investment Company III delivered a written indication of interest to acquire Damovo at a $400 million enterprise value, backed by approximately $175 million held in trust by a NASDAQ-listed acquirer. Notwithstanding that offer, a disposition of Damovo is being arranged under which, by the purchaser's own account, the sale would generate no sale proceeds at all; the only value extracted would be approximately $17.5 million in so-called "consent fees"—approximately $13 million to the Joint Provisional Liquidators of the Bermuda insurers, approximately $4.5 million to NHC, and ten dollars to the North Carolina insurance estates. The disposition has not been submitted to the Western District of North Carolina for review; no AAI-appointed director's consent has been sought or given; and NHC's consent cannot lawfully be given without that court's approval under Doc. 56 at 6–7. (Decl. of Greg E. Lindberg (Sept. 1, 2026) ¶¶ 10–13; Doc. 331-2 (Ramachandran e-mail, Aug. 23, 2026); Doc. 320; Exhibit Z-10.) Lindberg has moved in the Western District of North Carolina to stay the disposition and has asked the Wake County Superior Court to instruct NHC to engage in good faith with the Twelve Seas offer and to escrow all proceeds. Selling Damovo for no proceeds and a sliver of consent fees, rather than pursuing an offer of that magnitude, would forgo hundreds of millions of dollars that could be applied to restitution—and a sale on those terms, once closed, cannot be undone.

106. There is no final order of restitution, no complete accounting, and no judicial lien or writ; yet the Primary Restitution Assets are being disposed of one after another without any order

of the supervising court. The MVRA vests enforcement in the United States, and only after a final order fixes the amount, through the civil-judgment machinery of 18 U.S.C. §§ 3664(m)(1)(A) and 3613; it does not authorize the private parties who act through the entities a court-appointed officer controls to liquidate the estate ex parte, before any final order, and to withhold the valuations and terms. A pre-order, ex parte liquidation of a defendant's property—without notice, without hearing, and without the process the appointing order itself required—is a taking of property without due process of law, and forfeiture and restitution reach only property properly subject to them. Cf. *Honeycutt v. United States*, 581 U.S. 443 (2017). Had Lindberg retained control, any disposition would have been at fair market value.

R. Lindberg Has Sought a Stay in Every Available Forum, and No Court Has Yet Stayed the Enterprise's Hand

107. Pending in the Western District of North Carolina are Lindberg's Motion for a Determination That No Restitution Is Owed (Doc. 234 / Doc. 564 in No. 5:19-CR-22, July 14, 2026), his Motion to Declare the Special-Master Reference Unconstitutional as Applied and to Disqualify and Remove the Special Master (Doc. 269, July 31, 2026), his Response and Objection to the Special Master's Second Supplement (July 30, 2026), his Response to the Government's Consolidated Position (Doc. 316, August 18, 2026), his Motion to Stay Disposition of the Damovo Asset (Doc. 320), and his Motions to Compel Production of the Data Underlying the Restitution Figure and of the Ex Parte Communications with the Special Master (Docs. 331, 332, August 31, 2026). He has asked that court to stay "all further sales, liquidations, and dispositions of the Primary Restitution Assets, and any distribution of prior proceeds," and to place the assets in the custody of a neutral who "may not sell, dispose of, or take any material action with respect to those assets without the prior approval of the Court" (Doc. 269-5 ¶ 3); he has objected to the entry of any final order of restitution or forfeiture on the present record; and the Government never responded

on the merits to the July 14 motion within the fourteen days that LCrR 47.1(d)(1) allows. (Exhibits W (Doc. 234), W2 (Doc. 269 and 269-5), W3 (Response to Second Supplement), W4 (Doc. 316), W5 (Docs. 331, 332, 331-2).) As of the date of this Complaint no stay has been entered, and the Enterprise continues to sell.

108. The requested stay costs the Defendants nothing that they are entitled to keep and costs the United States nothing. The assets remain where they are, under the supervision of the courts that placed them there; no policyholder is prejudiced, because every policyholder has been paid in full; and the ability of the United States to enforce any restitution order that survives appeal is unimpaired. Refusing a stay guarantees that if Lindberg prevails on appeal the victory will be an empty one—another Beckett, another asset sold at a fraction of its value on the strength of figures no one has been permitted to examine, before any court has determined that anything is owed.

THE LEGAL CHARACTER OF THE DEFENDANTS' CONDUCT

A. Under *Ellingburg*, Each Disposition Is the Execution of Criminal Punishment

109. In *Ellingburg v. United States*, 607 U.S. ___, 146 S. Ct. 564 (2026), a unanimous Supreme Court held that restitution under the MVRA is criminal punishment subject to the constitutional limits that govern criminal punishment. The liquidation of Lindberg's assets to generate restitution proceeds is the execution of that punishment. The December 2025 sale of Beckett for approximately $134 million against approximately $1 billion in contemporaneous independent valuations was an approximately $866 million deprivation exacted from Lindberg before any court had determined that any restitution was owed. That deprivation is not an administrative incident of asset management. It is criminal punishment—the largest component of punishment imposed in either criminal case, exceeding by orders of magnitude any fine the statutes of conviction authorize—and it was imposed by persons with no lawful power to punish, in an

amount no court fixed, by a procedure no rule permits. The judicial power, including the power to impose criminal punishment, belongs to the Article III courts and may not be exercised by others. See *Stern v. Marshall*, 564 U.S. 462, 484 (2011) (Article III judicial power may not be exercised by non-Article III actors); *La Buy v. Howes Leather Co.*, 352 U.S. 249, 256 (1957) (a master may aid, but may not displace, the court); *United States v. Blake*, 81 F.3d 498, 507 (4th Cir. 1996) (restitution is a non-delegable judicial function); *United States v. Johnson*, 48 F.3d 806, 808–09 (4th Cir. 1995). An unauthorized restitution exaction is "no less 'illegal' than a sentence of imprisonment that exceeds the statutory maximum." *United States v. Broughton-Jones*, 71 F.3d 1143, 1147 (4th Cir. 1995); *United States v. Davis*, 714 F.3d 809, 812 (4th Cir. 2013). *Ellingburg* also means that every fact necessary to support the $1.655 billion figure—victim identity, loss amount, causation—is a fact that increases criminal punishment, *Apprendi v. New Jersey*, 530 U.S. 466, 490 (2000); *Southern Union Co. v. United States*, 567 U.S. 343, 360 (2012), and that a monetary sanction grossly disproportional to the offense, layered as restitution, forfeiture, and "time value" interest measured against the same unverified valuations, offends the Excessive Fines and Double Jeopardy Clauses. *Timbs v. Indiana*, 586 U.S. 146 (2019); *United States v. Bajakajian*, 524 U.S. 321 (1998); *North Carolina v. Pearce*, 395 U.S. 711, 717 (1969); *Ex parte Lange*, 85 U.S. (18 Wall.) 163, 176 (1874).

B. No Authority Conferred on the Special Master Was Delegated to the Defendants, and the Dispositions Were Outside the Appointing Order in Any Event

110. A special master under 18 U.S.C. § 3664(d)(6) is an adjunct whose role is confined to proposed findings "subject to a de novo determination of the issue by the court." A court-appointed officer who takes custody of the res, holds its title, and liquidates it is a receiver in function, whatever the caption of the order calls him. The same person cannot lawfully be both. *United States v. O'Connor*, 291 F.2d 520 (2d Cir. 1961) (Friendly, J.) ("Order affirmed insofar as it

appoints a receiver, vacated insofar as it appoints a special master.”). A master advises; a receiver acts. Here the officer acted—he did not merely permit the Beckett sale, he approved it—and the action destroyed $866 million of value before the court had determined that any restitution was owed. Because the appointing order required prior court approval for any sale (Doc. 56 ¶ 6(e)) and notice and hearing (¶ 15), the dispositions alleged here were unauthorized on the face of the order that conferred whatever authority the officer and, derivatively, the Defendants possessed, and restitution exacted beyond lawful authority is an illegal sentence. See *United States v. Cohen*, 459 F.3d 490, 498 (4th Cir. 2006). Plaintiff does not ask this Court to adjudicate the Special Master’s status, which is before the Western District of North Carolina (Doc. 269). He pleads these facts because none of the officer’s authority—whatever its scope—was delegated to Meghji, M3, Dinius, or Williams Mullen; because acts outside the appointing order enjoy no derived immunity in any event; and because the private parties who supplied the consents, produced the valuations, and collected the fees—the Defendants—are answerable for them in their own right.

C. The Decisionmakers Were Conflicted

111. The officer through whom the Enterprise acted, and the Defendants who supplied its valuations and consents, are paid from the assets they liquidate (Doc. 56 ¶ 14), so the larger the estate they sell, the greater their compensation. A “direct, personal, substantial pecuniary interest” in the outcome disqualifies any adjudicator, *Tumey v. Ohio*, 273 U.S. 510, 523 (1927); the test is objective and requires no showing of actual bias, *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868 (2009); *Williams v. Pennsylvania*, 579 U.S. 1, 14 (2016); *In re Murchison*, 349 U.S. 133, 136 (1955); the interest here is not the standard hourly rate that the Third Circuit found unobjectionable in *United States v. Konrad*, 730 F.3d 343, 353 & n.12 (3d Cir. 2013) (master “was paid the standard hourly rate, and not a percentage of the sum she calculated”), but compensation drawn from the

very estate whose value the decisionmakers fix and liquidate; and "even appeal and a trial de novo will not cure a failure to provide a neutral and detached adjudicator." *Concrete Pipe & Prods. v. Constr. Laborers Pension Tr.*, 508 U.S. 602, 617–18 (1993) (citing *Ward v. Village of Monroeville*, 409 U.S. 57, 61–62 (1972)). By submitting the Meghji affidavit, the Enterprise became a witness in its own cause. These facts establish the Defendants' motive and scienter: the sales were structured to generate fees for the sellers' own fiduciaries, and the valuations were produced by the sellers' own advisors.

D. The Ex Parte Development of the Figures Was Concealment, and Belated Production Cannot Cure It

112. A neutral that decides on ex parte submissions is not a neutral. Due process guarantees notice and a meaningful opportunity to be heard before a neutral decisionmaker, and forbids the resolution of adjudicative facts on communications one party cannot see, test, or rebut. *Goldberg v. Kelly*, 397 U.S. 254 (1970); cf. *Marshall v. Jerrico, Inc.*, 446 U.S. 238 (1980) (distinguishing the strict neutrality required of adjudicators from the standard applicable to enforcement officials); *Edgar v. K.L.*, 93 F.3d 256 (7th Cir. 1996); *In re Kensington Int'l Ltd.*, 368 F.3d 289 (3d Cir. 2004) (disqualification under 28 U.S.C. § 455(a) for unrecorded ex parte contacts with court-appointed advisors); *In re Brooks*, 383 F.3d 1036 (D.C. Cir. 2004) (de novo review does not cure impermissible ex parte adjudicative contacts; a report so produced "may not be submitted to the district court or otherwise disseminated in any manner"). The ex parte communications from M3, NHC, the NCICs, Dinius, Camden, and Williams Mullen to the Special Master are, in this action, the concealment component of the scheme: the Enterprise fed the valuations and loss figures to the decisionmaker off the record, withheld the underlying data from the person whose punishment they fixed, and then sold the assets on those figures before they could be tested. Whatever the Government's disclosure duties under *Brady v. Maryland*, 373 U.S. 83, 87 (1963),

Giglio v. United States, 405 U.S. 150 (1972), and *Kyles v. Whitley*, 514 U.S. 419 (1995)—which reach favorable evidence known to those acting on its behalf—the Defendants' concealment establishes the fraudulent character of the scheme.

E. Accrual and Timeliness

113. Each disposition and each fee wire pleaded above inflicted a new and independent injury, and a new cause of action accrued on each. *Bankers Trust Co. v. Rhoades*, 859 F.2d 1096, 1102–05 (2d Cir. 1988); *Bingham v. Zolt*, 66 F.3d 553, 559–61 (2d Cir. 1995). The Beckett sale (December 2025), the Clanwilliam sale (September 2025), the AAPC write-down and the Damovo disposition (2026), the ex parte development of the restitution figures (2025–2026), and every fee wire since September 2022 fall within four years of this Complaint. As to earlier injuries, the Defendants concealed the material facts—no application for fee approval was ever filed where Lindberg could see it; the terms and proceeds of dispositions were withheld as "confidential"; the valuations and communications on which they rested were exchanged ex parte and never produced; and Lindberg was divested of his companies' books—so that Lindberg did not discover, and could not reasonably have discovered, the injury and its cause until, at the earliest, the Special Master's reports of 2026 and the Government's correspondence of August 17, 2026. Any limitations period is therefore tolled by fraudulent concealment and equitable tolling until that discovery.

F. The Losses Were Caused by the Defendants' Intervening Acts, Not by Any Offense

114. The law confines responsibility to harms within the risk a reasonable person would foresee. *Palsgraf v. Long Island R.R. Co.*, 248 N.Y. 339, 344 (1928) (Cardozo, C.J.) ("the risk reasonably to be perceived defines the duty to be obeyed"); *Paroline v. United States*, 572 U.S. 434, 444–46 (2014); *Robers*, 572 U.S. at 644–47. Congress wrote the same limit into the MVRA: "[a] loss caused in part by intervening circumstances cannot be said to have been directly and

proximately caused by the offense of conviction, unless the intervening cause is related to or a foreseeable consequence of that offense." S. Rep. No. 104-179, at 19 (1995), *reprinted in* 1996 U.S.C.C.A.N. 924, 932; 18 U.S.C. § 3663A(a)(2) ("victim" means a person "directly and proximately harmed"); *United States v. Davenport*, 445 F.3d 366, 374 (4th Cir. 2006); *United States v. Stein*, 846 F.3d 1135, 1154–56 (11th Cir. 2017); *Tyler*, 767 F.2d at 1352; *United States v. Squirrel*, 588 F.3d 207, 215 (4th Cir. 2009); *In re Zetteler*, No. 26-1749 (4th Cir. June 15, 2026) (per curiam) (unpublished) (amended opinion) (in this very docket, denying victim status to a claimant that failed to tie its harm to conduct "closely related to the conduct inherent to the offense, rather than merely tangentially linked"); *United States v. Goodrich*, 12 F.4th 219, 228–29 (2d Cir. 2021); *United States v. Gibbens*, 25 F.3d 28, 36 (1st Cir. 1994) (the sovereign "is not entitled to restitution" for a loss it "provoke[d]"). The chain of causation was severed by a string of intervening acts, each occurring after Lindberg ceded control in October 2018 and each documented in the record: the Government's interference with the signed Ares sale; the refusal of Oaktree; the coerced ten-year hold; the pre-maturity bond fire-sale; the refusal of Montshire/Alban; the blocking of Quadro; the Clanwilliam fire-sale; and the Special Master's continuing dispositions, culminating in Beckett and Damovo. The Special Master concedes as much, and the Government's own chart attributes the largest disallowed items to decisions made "after LINDBERG defrauded them." Lindberg ran the first leg and handed the baton to the Rehabilitator in October 2018; everything that went wrong happened on the Defendants' leg of the race. For purposes of this action, the same facts establish the "direct relation" between the Defendants' conduct and Lindberg's injury that RICO requires. *Holmes*, 503 U.S. at 268; *Anza v. Ideal Steel Supply Corp.*, 547 U.S. 451, 457 (2006).

G. Nothing Further Is Owed, So No Legitimate Purpose Is Served by Further Sales

115. Restitution may not confer a windfall or charge a defendant more than the victims' actual, proximately caused loss. *Hughey v. United States*, 495 U.S. 411, 413 (1990); *United States v. Ritchie*, 858 F.3d 201, 216 (4th Cir. 2017); *United States v. Steele*, 897 F.3d 606, 611 (4th Cir. 2018); *Boccagna*, 450 F.3d at 115, 118; *United States v. Alalade*, 204 F.3d 536, 540 n.4 (4th Cir. 2000) (noting § 3664(j)(2) reduction for amounts later recovered); *Nucci*, 364 F.3d at 423–24; 18 U.S.C. §§ 3663A(b)(1)(B), 3664(f)(1), (j)(2); S. Rep. No. 104-179, at 20 (offset provisions ensure "the victim is not compensated twice for the same loss"). The burden of proving loss rests on the Government, 18 U.S.C. § 3664(e); *United States v. Wilkinson*, 590 F.3d 259, 268 (4th Cir. 2010), and a proponent that adopts a third party's figure as its own must be able to produce and support the basis for it. *Steele*, 897 F.3d 606; *United States v. Dove*, 585 F. Supp. 2d 865 (W.D. Va. 2008). Where policyholders have been paid in full, the documented offsets exceed the claimed restitution by more than $2 billion, and the sentencing court's own premise is that the loss was "risk," Lindberg contends—in the Western District of North Carolina and on appeal—that the actual loss is zero, that any ambiguity is resolved in his favor under the rule of lenity, and that any uncertainty created by the withholding of records must be read against the parties that withheld them. Because, on that showing, nothing further is owed, no legitimate purpose is served by the further dispositions the Enterprise is pursuing; their only function is to generate fees for the Defendants and to convert contestable valuations into irreversible losses faster than any court can review them.

CLAIMS FOR RELIEF

COUNT I
VIOLATION OF 18 U.S.C. § 1962(c) (RICO)
(Against All Defendants)

116. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

117. At all relevant times Defendants Causey, Dinius, Meghji, and Williams Mullen were "persons" within the meaning of 18 U.S.C. § 1961(3).

118. At all relevant times there existed an enterprise within the meaning of 18 U.S.C. § 1961(4), consisting of an association-in-fact of the Defendants and their co-conspirators, including employees and agents of the NCDOI, M3 Partners, LP and its personnel, NHC Holdings, LLC (acting through Meghji), Entrust Global Group, LLC, Wes Camden, and the distribution agents and other professionals paid from the estates (the "Enterprise"). Since 2025 the Enterprise has operated through NHC and the entities it manages or holds in trust, from M3's offices at 1700 Broadway, New York, New York.

119. The Enterprise possesses the three structural features required by *Boyle v. United States*, 556 U.S. 938, 946 (2009): (a) a common purpose—to extract fees and value from the assets Lindberg built while destroying his companies and blocking any transaction that would end the Defendants' control; (b) relationships among those associated with it—Causey appointed Dinius; Dinius retained Meghji and Williams Mullen; Meghji became the acting chief executive of the entity that holds the operating companies; Williams Mullen documented the transactions and communicated ex parte with the Special Master; and (c) longevity sufficient to permit pursuit of its purpose, from 2017 to the present. As the Second Circuit instructs, an association-in-fact enterprise "is oftentimes more readily proven by what it does, rather than by abstract analysis of its structure." *United States v. Gershman*, 31 F.4th 80, 96 (2d Cir. 2022) (quoting *United States v. Applins*, 637 F.3d 59, 73 (2d Cir. 2011)). What this Enterprise did is unmistakable.

120. The Enterprise is distinct from each Defendant. *Riverwoods Chappaqua Corp. v. Marine Midland Bank, N.A.*, 30 F.3d 339, 344 (2d Cir. 1994). It comprises four genuinely independent actors—a North Carolina state official, an Indiana-based rehabilitator, a New York

financial advisor, and a Virginia law firm—who associated across state lines and each received distinct benefits from its operation.

121. The Enterprise engaged in, and its activities affected, interstate commerce: it administered insurance companies and operating companies doing business in multiple states and abroad, sold companies to buyers in other states and countries, and transmitted funds, valuations, consents, and communications by interstate wire.

122. Each Defendant conducted or participated, directly or indirectly, in the conduct of the Enterprise's affairs through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(c), and each played "some part in directing" those affairs. *Reves*, 507 U.S. at 179. Causey initiated the scheme, identified the target, engineered the regulatory actions that placed the assets under the Enterprise's control, and appointed Dinius with the mandate to dismantle rather than rehabilitate. Dinius managed the day-to-day destruction of value, deciding which transactions to block and which assets to liquidate at below-market prices, and approved the fee payments. Meghji directed the financial strategy from New York, produced the valuations, executed the wires, and, as acting chief executive of NHC, supplied the consents that dissolved the Beckett Trust and cleared the sale. Williams Mullen provided the legal architecture that bypassed § 58-30-85(3), documented the transactions, and fed the Special Master ex parte.

123. The pattern of racketeering activity consisted of multiple, related predicate acts, including the following, each of which was committed with the specific intent to deceive and to obtain money or property from Lindberg and the estates he built, and each of which is pleaded with the particularity that Fed. R. Civ. P. 9(b) requires to the extent the particulars are within Plaintiff's knowledge. The dates, amounts, senders, and recipients of the individual wires and communications identified below are peculiarly within the Defendants' knowledge and control: the

Defendants hold the estates' books and bank records, the ex parte communications, and the transaction documents, all of which have been withheld from Lindberg as alleged in Parts M and N, and the facts on which each allegation is founded are pleaded in the Parts of the Statement of Facts cited in each subparagraph:

(a) *Wire fraud, 18 U.S.C. § 1343 (fee extraction, 2019–present).* On a regular monthly and weekly basis from June 2019 to the present, Defendant Meghji and his M3 staff in New York City, with Defendant Dinius's approval and on documentation prepared by Defendant Williams Mullen, caused interstate wire transfers from the NCIC estates in North Carolina to the accounts of Dinius, M3 (in New York), Williams Mullen (in Virginia and North Carolina), and other professionals, totaling more than $165 million, including an estimated $25 million to Dinius, an estimated $30 million to Williams Mullen, and approximately $2.5 million per month continuing, without seeking or obtaining the court approval that N.C. Gen. Stat. § 58-30-85(3) requires, and, since January 2025, fees to M3 from the Primary Restitution Assets without the court approval to which Doc. 56 ¶ 14 subjects them—while representing in the periodic reports filed in the rehabilitation proceeding and in the restitution proceeding that the estates were being administered in accordance with law, and omitting that no application for approval had been made. Each wire is a separate predicate act; the schedule of fees by payee, period, and amount is Exhibit M, and the specific wire records are in the Defendants' possession. (Parts H, K.)

(b) *Wire fraud, 18 U.S.C. § 1343 (March 9, 2018).* Defendant Causey's interstate e-mail of March 9, 2018 to Lindberg praising his "outstanding and impressive job" with state regulators while Causey was secretly recording Lindberg for federal prosecutors, sent to lull Lindberg and to keep him engaged and communicating so that the plan to place his assets under the Enterprise's control could proceed. (Exhibit B3; Part D.)

(c) *Wire fraud, 18 U.S.C. § 1343 (the M3 valuations, spring 2025 through July 2026).* The transmission by interstate wire, from M3's New York offices, of the M3 "desktop" valuations of the Primary Restitution Assets and the Specified Affiliated Companies to the Special Master, his financial advisor Paladin Management Group, and the Government, for adoption as the measure of Lindberg's restitution and forfeiture, including the valuations underlying the Special Master's reports of March and April 2026 (Doc. 106) and July 2026 (Doc. 245), which cut the estate's value from a $1.454 billion midpoint to a $998 million "current guess" and reduced AAPC—valued by KPMG at $900 million and by Houlihan Lokey at approximately $3 billion—to near zero on "conjecture about generative artificial intelligence," while the underlying data and methodology were withheld from Lindberg. Meghji knew the figures to be unreliable because his own firm's valuations were, in the Special Master's words, a "desktop exercise" that did "not constitute formal valuations," and because the contemporaneous independent valuations of the same assets in M3's possession (Cabrillo, Blackstone, KPMG, Houlihan Lokey, Quadro) were multiples higher. (Parts L, N.)

(d) *Wire fraud, 18 U.S.C. § 1343 (ex parte communications, 2025–2026).* The communications by interstate wire among M3, NHC (acting through Meghji), the NCICs (acting through Dinius), Williams Mullen, and Wes Camden, on the one hand, and the Special Master, his advisors, and the Government, on the other, concerning loss, valuation, offsets, and the dispositions of assets, including communications on or before December 18, 2025 (the date of the Special Master's deferral of Lindberg's formal information requests) and continuing through August 2026, on which Lindberg was not copied and which have been withheld from him, and by which the figures fixing his punishment were adjusted "without any disclosure of how or why." The existence, participants, and effect of these communications are established by the Government's August 17, 2026 correspondence and by the changes in the figures between the Special Master's successive reports; their content is known only to the Defendants. (Doc. 331 at 5–6; Doc. 331-1 ¶¶ 2–6; Part M.)

(e) *Wire fraud, 18 U.S.C. § 1343 (the Beckett consents, December 2025).* The transmission in December 2025, by interstate wire from New York, of NHC's written consent, as Manager of Entrust Global Group, LLC, to the termination of the Beckett Collectibles Trust under § 9.1(e) of the Trust Agreement and to the sale of substantially all of Beckett's assets as a "Fundamental BKX Matter" under § 7.2(a)(vi); the related NHC board vote; and the circulation to the board and to the buyer of the letter of non-objection—consummating the sale of a $1,003,924,000 asset for approximately $134 million without the court approval the appointing order required, with the price withheld as "confidential," and with the $3,000,000 CBL subordination fee extracted from the estate—each such communication representing, expressly or by omission, that the sale was authorized and at a fair value, when Meghji knew that no court approval had been obtained and that the asset carried a $1,003,924,000 appraisal and $800 million to $1.1 billion of acquisition interest. (Meghji Aff. ¶¶ 9, 19–21; Part N.)

(f) *Wire fraud, 18 U.S.C. § 1343 (the Meghji affidavit, August 2026).* The transmission on or about August 17–18, 2026, by interstate wire from New York, of the Affidavit of Mohsin Meghji to the United States Attorney's Office for the Western District of North Carolina for filing as Exhibit C to Doc. 308, representing on "information and belief" and without a single figure that Beckett was "a small portion" of the Collectivus Group and that the Special Master had "no direct involvement," in order to characterize, in support of a $1.655 billion restitution demand, a sale that Meghji's own company had approved, and thereby to obtain the entry of a restitution and forfeiture judgment against Lindberg measured by the Enterprise's own figures. (Part N.)

(g) *Wire fraud, 18 U.S.C. § 1343 (the Clanwilliam and Damovo dispositions).* The interstate wire communications from New York, in and after December 2024, by which Meghji, with Dinius's approval, arranged the sale of the Clanwilliam Group to TA Associates for approximately $450 million against a signed $880 million agreement, for the stated purpose of funding fees to M3 and its New York personnel; and the communications in and after August 2026—including those reflected in the August 23, 2026 e-mail of Lindberg's counsel (Doc. 331-2)—by which Meghji and Dinius have arranged the disposition of Damovo for no proceeds and approximately $17.5 million in "consent fees," notwithstanding the written $400 million indication of interest of July 31, 2026, without notice to the supervising court. (Parts I, Q.)

(h) *Mail and wire fraud, 18 U.S.C. §§ 1341, 1343 (stale victim statements, 2026).* On information and belief, the transmission by mail and wire, in or about April–May

2026, by the NCICs under Dinius's control, through Williams Mullen and Wes Camden, of policyholder victim statements gathered before the December 23, 2025 distribution, for presentation to the sentencing court as though current, while the Enterprise continued to represent to the Government and the court that the estates required further liquidation to satisfy unpaid policyholder losses. The basis for this belief is that the NCICs, under Dinius's control and represented by Williams Mullen and Mr. Camden, are the source of the policyholder information presented, and that the statements post-dated by months the December 23, 2025 payment in full. (Parts O, P.)

(i) *Wire fraud, 18 U.S.C. § 1343 (the UKAT and Quadro communications).* Williams Mullen's and Dinius's interstate communications, in response to the Alban letter (Exhibit N), refusing consent to the BC Partners refinancing of UKAT that would have paid the insurers $39 million, on pretextual grounds and while omitting that the refusal served the Defendants' fee interest; and Dinius's communications in 2024 blocking the Quadro merger over Lindberg's repeated objections, on the same basis. (Parts H, I.)

124. Causey's false statements to the FBI and under oath, and the Enterprise's repeated representations to state and federal courts that Lindberg's assets were insufficient to satisfy restitution when in fact he had transferred billions of dollars of excess assets to the Defendants' control, are pleaded as evidence of the Enterprise's purpose, of the Defendants' knowledge and intent, and of the relatedness of the predicate acts; they are not pleaded as predicate acts.

125. The predicate acts are related: they share the common purpose of self-enrichment and the dismantling of Lindberg's business group; common participants; a common victim; and

common methods—the abuse of fiduciary appointments, the bypassing of court approval, the concealment of data, and the sale of assets at a fraction of value to fund fees. They extended from 2017 to the present, establishing closed-ended continuity, and they continue—Damovo now, AAPC next—establishing open-ended continuity that threatens to persist as long as the assets remain under the Enterprise's control. *H.J. Inc.*, 492 U.S. at 239–42.

126. As a direct and proximate result of the Defendants' violations of § 1962(c), Plaintiff has been injured in his business and property within the meaning of 18 U.S.C. § 1964(c) in an amount exceeding $3 billion, including: the approximately $866 million destroyed in the Beckett sale; the approximately $474 million destroyed in the Clanwilliam sale; the approximately $611.6 million destroyed in the pre-maturity bond sale; the $39 million UKAT loss; the value of the Specified Affiliated Companies and AAPC reduced under the Enterprise's control; the more than $165 million in unapproved fees; and the tax distributions and indemnity payments to which Lindberg is entitled under Assignment Agreement § 4(e) and the Tax Indemnification Agreement and General Indemnification Policy and that the destruction of the assets has rendered uncollectible. These injuries are Lindberg's own, not merely derivative of injury to the companies: he personally guaranteed the affiliated loans under the $2.39 billion Backstop Agreement; he is the obligee of the indemnities and the § 4(e) tax distributions; he is the sole owner of the NCICs' surplus equity and the beneficial owner of the assigned interests; and his personal restitution and forfeiture exposure is measured by what the assets realize. Plaintiff was the direct target of the scheme; the blocked transactions were his transactions; the destroyed value was his value; and the extracted fees came from companies he built and capitalized. *Anza*, 547 U.S. at 457; *Holmes*, 503 U.S. at 268; *Medical Marijuana, Inc. v. Horn*, 604 U.S. 593, 145 S. Ct. 931 (2025).

127. Plaintiff is entitled to recover threefold the damages he has sustained, together with the costs of suit and, to the extent counsel appears for him, reasonable attorneys' fees, under 18 U.S.C. § 1964(c).

COUNT II
VIOLATION OF 18 U.S.C. § 1962(d) (RICO CONSPIRACY)
(Against All Defendants)

128. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

129. The Defendants knowingly and intentionally agreed and conspired with one another and with others to violate 18 U.S.C. § 1962(c). Each Defendant knew of and agreed to the overall objective of the conspiracy—to dismantle Lindberg's businesses and extract fees and value through a pattern of racketeering activity—and each agreed that at least two predicate acts would be committed in furtherance of the Enterprise's affairs.

130. The Defendants committed overt acts in furtherance of the conspiracy, including: (a) Causey's false statements to the FBI and his appointment of Dinius; (b) Dinius's rejection of the Ares, Oaktree, Montshire/Alban, and Quadro transactions, his coercion of the MOU, his pre-maturity sale of the principal-protection bonds, and his authorization of unapproved fees; (c) Meghji's production of the M3 valuations, his orchestration of the Clanwilliam and Beckett sales, his consent as NHC's acting chief executive to the termination of the Beckett Trust, and his August 2026 affidavit; (d) Williams Mullen's structuring and documentation of the unapproved fee payments, its refusal of the UKAT refinancing, and its ex parte communications with the Special Master; (e) the Defendants' coordinated refusal, for eighteen months, to produce the data underlying the restitution figures; and (f) the Defendants' continuing pursuit of the Damovo disposition and the AAPC write-down while the data is withheld and the appeal is pending.

131. As a direct and proximate result of the conspiracy, Plaintiff has suffered injury to his business and property in excess of $3 billion, and is entitled to threefold damages, costs, and, to the extent counsel appears, attorneys' fees under 18 U.S.C. § 1964(c).

COUNT III
CONVERSION
(Against Defendants Dinius and Meghji)

132. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

133. Plaintiff had, and has, a possessory and beneficial interest in the value of the NCICs, of the Specified Affiliated Companies, and of the Primary Restitution Assets that he transferred to satisfy legitimate obligations and that he continues to own beneficially for tax purposes under Assignment Agreement § 4(e), together with the right to have that value credited against his restitution obligation.

134. Defendants Dinius and Meghji intentionally exercised dominion and control over those assets in defiance of Plaintiff's rights, by destroying value, extracting unapproved fees, blocking the Ares, Oaktree, Montshire/Alban, UKAT, and Quadro transactions, and orchestrating the below-value dispositions of the principal-protection bonds, Clanwilliam, and Beckett, and by consenting to and effecting those dispositions without the court approval required by the orders under which they held the assets and while withholding the proceeds and any accounting of them.

135. As a direct and proximate result, Plaintiff has suffered damages in excess of $3 billion.

COUNT IV
BREACH OF FIDUCIARY DUTY
(Against Defendants Dinius and Meghji)

136. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

137. As court-supervised rehabilitator and as financial advisor to the rehabilitation estates, Defendants Dinius and Meghji owed fiduciary duties of care and loyalty to preserve and

maximize the value of the assets under their control and to account for it, duties that ran to the NCICs and, by extension, to Lindberg as the sole owner of their surplus equity. As acting Chief Executive Officer of NHC—the holding company for the Specified Affiliated Companies and the Manager of the Grantor of the Beckett Trust—Defendant Meghji owed fiduciary duties of care and loyalty as a corporate officer, including the duty not to self-deal and not to cause the company to dispose of its assets for less than fair value to generate fees for his own firm; those duties ran to NHC's beneficial owners, including Lindberg, who remains the beneficial owner of the assigned interests for tax purposes and the person whose restitution obligation is measured by what those assets realize; and, as the financial advisor engaged for the estates and paid from them, Meghji owed the estates and their beneficial owner the duty of undivided loyalty. Meghji further knew that the order under which the NHC equity is held required court approval before any sale (Doc. 56 ¶ 6(e)) and that none had been obtained.

138. Dinius and Meghji breached those duties by destroying rather than preserving value; extracting fees without court approval; blocking profitable transactions; selling the principal-protection bonds before maturity for less than forty cents on the dollar; orchestrating the below-market sales of Clanwilliam and Beckett; consenting to the termination of the Beckett Trust and the sale of Beckett at approximately thirteen percent of its appraised value without court approval, notice, or an accounting; producing and feeding to the Special Master, ex parte, valuations that marked down the assets they were selling; and failing to account for the value transferred and the proceeds realized. These breaches were willful, wanton, and in bad faith, and were undertaken to generate fees for the Defendants themselves.

139. As a direct and proximate result, Plaintiff has suffered damages exceeding $3 billion.

COUNT V
CIVIL CONSPIRACY TO COMMIT CONVERSION AND BREACH OF FIDUCIARY DUTY
(Against All Defendants)

140. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

141. Under New York law, civil conspiracy, while not an independent tort, connects the actions of separate defendants to an underlying actionable tort. *Alexander & Alexander of N.Y., Inc. v. Fritzen*, 68 N.Y.2d 968, 969 (1986); *Abacus Fed. Sav. Bank v. Lim*, 75 A.D.3d 472, 474 (1st Dep't 2010).

142. As set forth in Counts III and IV, Defendants Dinius and Meghji committed the primary torts of conversion and breach of fiduciary duty. Defendants Causey, Dinius, Meghji, and Williams Mullen entered into a corrupt agreement and common scheme with the specific intent to dismantle Plaintiff's business group, convert his assets for their own enrichment, and breach the fiduciary duties owed to the NCICs and to Lindberg. The agreement originated with Causey's pre-inauguration plan in December 2016 and was operationalized through the appointment of Dinius and the retention of Meghji and Williams Mullen.

143. In furtherance of the agreement, the Defendants committed numerous overt acts, including: Causey's fabrication of evidence and false statements to the FBI, his appointment of Dinius with a mandate to destroy rather than rehabilitate, and his provision of political cover; Dinius's rejection of high-value transactions, his blocking of the UKAT refinancing, his pre-maturity bond sale, and his authorization of unapproved fees; Meghji's execution of hundreds of wire transfers from New York, his manipulation of valuations to justify fire-sale liquidations, and his consent as NHC's acting chief executive to the Beckett Trust termination and sale; and Williams Mullen's structuring of the legal architecture to bypass § 58-30-85(3), its documentation

of the transactions, and its ex parte communications with the Special Master. Williams Mullen stepped outside the bounds of legitimate legal representation and became an active participant.

144. As a direct result of the conspiracy and the underlying torts, Plaintiff has suffered damages comprising the loss of the NCICs' value, the lost value of the blocked Quadro transaction, the losses on the bond, Clanwilliam, and Beckett dispositions, and the theft of more than $165 million in fees. By virtue of their participation, the Defendants are jointly and severally liable for all damages resulting from the conversion and breach of fiduciary duty, regardless of which Defendant performed the direct act. *Original Ballet Russe v. Ballet Theatre*, 133 F.2d 187, 189 (2d Cir. 1943). Plaintiff demands judgment against all Defendants, jointly and severally, for compensatory and punitive damages in an amount to be determined at trial but not less than $3 billion.

COUNT VI
UNJUST ENRICHMENT
(Against Defendants Dinius, Meghji, and Williams Mullen)

145. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

146. Under New York law a plaintiff establishes unjust enrichment by showing that the defendant was enriched, at the plaintiff's expense, and that equity and good conscience preclude the defendant from retaining the benefit. *Mandarin Trading Ltd. v. Wildenstein*, 16 N.Y.3d 173, 182 (2011).

147. Defendants Dinius, Meghji, and Williams Mullen have been substantially enriched by more than $165 million in fees extracted from assets Plaintiff transferred to their control—including more than $25 million to Dinius personally, tens of millions to Meghji and M3 with approximately $2.5 million per month continuing, and an estimated $30 million to Williams Mullen. *Kaye v. Grossman*, 202 F.3d 611, 616 (2d Cir. 2000). Those fees came directly and exclusively from assets Plaintiff built over decades, capitalized with nearly $1 billion of his own

funds, and transferred to the Defendants' control; every dollar paid in fees is a dollar that should have been credited toward Plaintiff's restitution. The relationship is direct, not attenuated: the entire predicate for the Defendants' appointment and retention was to take control of Plaintiff's assets. *Georgia Malone & Co. v. Rieder*, 19 N.Y.3d 511, 516 (2012).

148. Equity and good conscience preclude the Defendants from retaining these benefits because (a) the fees were never approved by any court, in violation of N.C. Gen. Stat. § 58-30-85(3); (b) they were extracted while the Defendants systematically destroyed the value of the assets they were paid to protect; (c) the Defendants were fiduciaries who prioritized fee extraction over asset preservation, breaching the duty of undivided loyalty, *Birnbaum v. Birnbaum*, 73 N.Y.2d 461, 466 (1989); (d) Plaintiff has already satisfied and overpaid his restitution obligations, so that the Defendants' retention of fees drawn from those assets is an impermissible windfall, *Nucci*, 364 F.3d at 423; (e) under *Ellingburg* the liquidations are criminal punishment executed by the Defendants themselves, and fees drawn from a pre-order, off-the-docket liquidation are the proceeds of a punishment no court imposed; and (f) the fees were extracted through a corrupt enterprise. *Paramount Film Distrib. Corp. v. State*, 30 N.Y.2d 415, 421 (1972).

149. Under New York's faithless-servant doctrine, fiduciaries who breach the duty of loyalty forfeit all compensation received after the first disloyal act, regardless of whether the principal suffered provable damage. *Phansalkar v. Andersen Weinroth & Co.*, 344 F.3d 184 (2d Cir. 2003). The Defendants' first disloyal act occurred no later than the first fee extracted without seeking court approval in 2019; all fees received thereafter are subject to forfeiture. The remedy reaches money obtained by wrongdoing as readily as money paid by mistake. See *Parsa v. State*, 64 N.Y.2d 143, 148 (1984); *Kaye*, 202 F.3d at 616.

150. No valid contract between Plaintiff and any Defendant governs the payment of fees to the Defendants; the Defendants were imposed on Plaintiff's assets through regulatory and judicial processes initiated as part of a corrupt enterprise, and any authority to draw fees was conditioned on the court approval the Defendants never sought. This claim is pleaded in the alternative under Fed. R. Civ. P. 8(d)(2).

151. Plaintiff is entitled to disgorgement of all fees extracted by Defendants Dinius, Meghji, and Williams Mullen from assets transferred to their control, in excess of $165 million, plus prejudgment interest. "[W]here claims of self-dealing and divided loyalty are presented, a fiduciary may be required to disgorge any ill-gotten gain even where the plaintiff has sustained no direct economic loss." *Diamond v. Oreamuno*, 24 N.Y.2d 494, 498 (1969).

COUNT VII
INJUNCTIVE RELIEF—STAY OF ALL DISPOSITIONS OF THE PRIMARY RESTITUTION ASSETS AND THE SPECIFIED AFFILIATED COMPANIES PENDING FINAL ADJUDICATION OF PLAINTIFF'S RESTITUTION OBLIGATIONS, INCLUDING ALL APPEALS
(18 U.S.C. § 1964(a); Fed. R. Civ. P. 65; the Court's inherent equitable powers)
(Against Defendants Meghji and Dinius)

152. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

153. Section 1964(a) vests this Court with jurisdiction "to prevent and restrain violations of section 1962" by "issuing appropriate orders," including orders "prohibiting any person from engaging in the same type of endeavor as the Enterprise engaged in." Independently, the Court has authority under Rule 65 and its inherent equitable powers to preserve the status quo and the subject matter of the litigation pending adjudication of the conversion, fiduciary-duty, conspiracy, and unjust-enrichment claims, each of which seeks the return of, or an accounting for, specific property in the Defendants' hands. The state-law counts supply an independent basis for the requested order.

154. *Irreparable harm.* The harm the stay prevents has already occurred three times and cannot be undone: the pre-maturity sale of the principal-protection bonds (approximately $611.6

million lost), the Clanwilliam sale (approximately $474 million below the signed Quadro agreement), and the Beckett sale (approximately $866 million below appraisal). Damovo is being sold now, for no proceeds; AAPC's credit facility matures July 1, 2027, and a refinancing conducted without visibility invites a repeat of Clanwilliam. Each disposition converts a contestable valuation into a realized, irreversible loss that no appellate ruling can restore and, under *Ellingburg*, executes criminal punishment before any court has determined that punishment is due. Money damages cannot remedy the loss, because the Defendants are paid from the very estate they liquidate, so that every sale simultaneously enriches them and dissipates the only fund from which a judgment against them—or a restitution credit to Lindberg—could be satisfied.

155. *Likelihood of success.* Defendant Meghji's own sworn statements establish that NHC, acting through him, supplied the Grantor consent that terminated the Beckett Trust and cleared the sale; the appointing order establishes that court approval was required and never sought; the contemporaneous appraisal and market evidence establish the value destroyed; the Special Master's own reports concede that the material facts are not in dispute and that the valuations are a "guess"; and the Government's own chart attributes the losses to decisions made after Lindberg ceded control. The predicate acts, the Enterprise, and the injury are pleaded with particularity in Counts I and II.

156. *Balance of hardships and the public interest.* The stay imposes no cognizable hardship on the Defendants: the assets remain in place, under the supervision of the courts that placed them there, and the Defendants retain whatever authority those courts have lawfully conferred to operate them in the ordinary course. Every policyholder has been paid in full, and the ability of the United States to enforce any restitution order that survives appeal is unimpaired, because the assets are preserved rather than dissipated. The public interest lies in preserving the

appellate jurisdiction of the Fourth Circuit and the district court's ability to conduct the de novo determination the MVRA requires on a record that still exists. The Department of Justice does not ordinarily oppose a stay whose only effect is to keep property available pending appellate review, see Fed. R. Crim. P. 32.2(d).

157. *Scope.* Plaintiff requests an order that Defendants Meghji and Dinius, and all persons in active concert or participation with them—including NHC Holdings, LLC; M3 Partners, LP; Entrust Global Group, LLC; and every affiliate, subsidiary, or company held in trust for the benefit of or under the management of NHC or of Meghji, including without limitation AAPC Holdings, LLC, the Collectivus Group and its subsidiaries, the Damovo Group, and each of the Specified Affiliated Companies—shall not (a) sell, transfer, assign, pledge, encumber, or otherwise dispose of any asset outside the ordinary course of business; (b) enter into or consummate any refinancing or recapitalization that effects a change of control or a disposition of assets; (c) terminate, amend, or grant any consent under any trust agreement governing such assets; or (d) distribute, dividend, or pay out the proceeds of any prior disposition (including any Beckett and Clanwilliam proceeds in the possession, custody, or control of any Defendant, M3, or any entity Meghji manages), other than payments in the ordinary course of operating the businesses, until Plaintiff's restitution obligations in *United States v. Lindberg*, Nos. 3:23-CR-48-MOC and 5:19-CR-22-MOC (W.D.N.C.), have been finally adjudicated, including resolution of the consolidated appeals in Nos. 26-4309(L) and 26-4310 (4th Cir.) and any further review; and that the proceeds of any prior disposition be held in a segregated account and accounted for to this Court within thirty days.

158. As to Defendant Dinius, the order restrains him from consenting, on behalf of the NCICs as creditor or otherwise, to any disposition of the Primary Restitution Assets or the

Specified Affiliated Companies—including the pending Damovo disposition—and from directing or approving any further disposition of NCIC assets outside the ordinary course without the approval of the Wake County Superior Court. As to Defendant Meghji, the order restrains him, in every capacity in which he acts—as CEO of M3, as acting CEO of NHC, as signatory for the Manager of Entrust Global Group, LLC, or otherwise—from supplying any consent, valuation, recommendation, signature, or instruction in furtherance of any such disposition. The order binds NHC, M3, Entrust Global, and the companies Meghji manages only as persons in active concert or participation with him under Rule 65(d)(2), and only to the extent they act through or at the direction of the Defendants.

159. The requested order is directed to the Defendants, in their own capacities. It does not enjoin the Special Master, the Rehabilitator in his statutory capacity, the United States, or any court; nothing in it restrains any act taken pursuant to a written order of the Western District of North Carolina or the Wake County Superior Court entered on notice to Lindberg; and it is expressly subject to any stay, custodial, or accounting order the Western District of North Carolina, the Fourth Circuit, or the Wake County Superior Court may enter, to which this Court's order should conform. Plaintiff files herewith a Motion for Preliminary Injunction and Memorandum of Law in support.

CONCLUSION

160. The Defendants have extracted more than $165 million in fees without the approval of any court, have blocked every transaction that would have paid every policyholder in full and ended their control, and have sold the assets they administer at a fraction of their value—Clanwilliam for approximately $450 million against $880 million, the principal-protection bonds for approximately $394 million against $1,006,239,867, and Beckett for approximately $134

million against $1,003,924,000—while producing, feeding to the decisionmaker ex parte, and then swearing to valuations that mark down what they themselves are selling. From New York they have converted contestable valuations into irreversible losses faster than any court could review them. Every policyholder has been paid in full; on the record in the Western District of North Carolina, restitution has been overpaid by more than $2 billion; and under *Ellingburg* every further sale is the execution of a criminal punishment no court has imposed. The controversy is ripe, the interests adverse, and the need for judicial intervention immediate. An order staying further dispositions will terminate the only leverage the Enterprise has left, and will preserve for the Fourth Circuit, the district court, and this Court the ability to grant relief that means something.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor and against the Defendants as follows:

A. On Counts I and II, awarding Plaintiff threefold the damages he has sustained under 18 U.S.C. § 1964(c), in an amount to be determined at trial but not less than $3 billion before trebling, together with the costs of suit and, to the extent counsel appears, reasonable attorneys' fees;

B. On Counts III and IV against Defendants Dinius and Meghji, and on Count V against all Defendants, awarding compensatory damages in an amount to be determined at trial but not less than $3 billion, and punitive damages for willful, wanton, and malicious conduct;

C. On Count VI, ordering Defendants Dinius, Meghji, and Williams Mullen, jointly and severally, to disgorge all fees extracted from the assets transferred to their control, in excess of $165 million, with prejudgment interest;

D. On Count VII, entering a preliminary and permanent injunction, under 18 U.S.C. § 1964(a), Fed. R. Civ. P. 65, and the Court's inherent equitable powers, staying any sale, transfer, assignment, pledge, encumbrance, or other disposition of assets outside the ordinary course of business, any refinancing or recapitalization effecting a change of control or a disposition of assets, any termination of or consent under any trust agreement governing such assets, and any distribution of the proceeds of prior dispositions in the possession, custody, or control of any Defendant or M3, by Defendants Meghji and Dinius and all persons in active concert or participation with them under Fed. R. Civ. P. 65(d)(2)—including, to the extent they act through or at the direction of the Defendants, NHC Holdings, LLC, M3 Partners, LP, Entrust Global Group, LLC, AAPC Holdings, LLC, the Collectivus Group and its subsidiaries, the Damovo Group, and each of the Specified Affiliated Companies—until Plaintiff's restitution obligations in *United States v. Lindberg*, Nos. 3:23-CR-48-MOC and 5:19-CR-22-MOC (W.D.N.C.), have been finally adjudicated, including resolution of the consolidated appeals in Nos. 26-4309(L) and 26-4310 (4th Cir.) and any further review; and ordering that the proceeds of any prior disposition, including the Beckett and Clanwilliam proceeds, be held in a segregated account and accounted for to this Court within thirty days;

E. Ordering Defendants Meghji and Dinius to render a full and verified accounting of every sale, transfer, or disposition of the Primary Restitution Assets, the Specified Affiliated Companies, and the NCICs' assets that they made, approved, recommended, valued, or consented to since October 2018—including, as to the sale of Beckett Collectibles, the purchase agreement, board consents, closing statement, sale price, and J.P. Morgan fairness opinion to the extent in their possession, custody, or control—and of all proceeds realized and all fees received by them, M3, and Williams Mullen from those assets;

F. Awarding pre-judgment and post-judgment interest at the maximum lawful rate;

G. Awarding Plaintiff his costs; and

H. Granting such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury on all issues so triable.

Dated: September 10, 2026

Respectfully submitted,

GREG E. LINDBERG
Plaintiff, *pro se*
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VERIFICATION

I, Greg E. Lindberg, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I am the Plaintiff in this action; that I have read the foregoing Verified Complaint and know its contents; that the factual allegations concerning my own acts and knowledge are true and correct; and that, as to matters alleged on information and belief, or that are within the knowledge of the Defendants or drawn from the record of the proceedings cited, I believe them to be true.

Executed on September 10, 2026.

____
GREG E. LINDBERG

INDEX OF EXHIBITS

The following exhibits are annexed to the Verified Complaint. Exhibits Z-1 through Z-10 are the Statements of Facts and Affidavits signed by Plaintiff in the Western District of North Carolina cases, annexed in full.

Exhibit A — September 2014 presentation of the affiliated-investment strategy to the NCDOI.

Exhibit A2 — Rehabilitator's litigation against prospective purchaser of the NCICs.

Exhibit A3 / A3.1 — Affidavit of Loftin and companion statement (Causey's December 2016 plan to "dismantle" Lindberg's companies).

Exhibit A4 — Thompson recorded interview (same).

Exhibit A5 — Closing demonstratives from the March 2020 trial quoting the FBI recordings.

Exhibit A6 — FBI admission that the alleged $110,000 donation never occurred.

Exhibit A7 — Recorded statement of Hygan Kapikian.

Exhibit A8 — Trial testimony of Agent Scherger (March 2020).

Exhibit A9 — Kapikian handwritten notes of the Causey–Scherger meeting.

Exhibit A10 — FBI Confidential Human Source guidelines (Attorney General's Guidelines Regarding the Use of Confidential Informants).

Exhibit A11 — Lindberg's total investment in the insurance group (Exhibit A11 Expanded).

Exhibit A12 — NCDOI approval of the affiliated-investment program, including the April 11, 2016 Review Letter.

Exhibit B — Personal guarantees / Amended and Restated Backstop Agreement (March 11, 2019).

Exhibit B2 — Rehabilitator's suit against a prospective buyer.

Exhibit B3 — Causey e-mail of March 9, 2018.

Exhibit B5 — Industry data on affiliated investments (Blackstone, KKR, Apollo, Brookfield).

Exhibit B7 — Special Master's Notice of Distribution (December 23, 2025).

Exhibit C — Risk Mitigation Policy on Affiliated Loans (rev. February 20, 2017).

Exhibit E5 — Risk Mitigation Policy on Affiliated Loans (rev. April 14, 2018).

Exhibit E — KPMG valuation (August 24, 2018).

Exhibit F — NCIC management valuation of $641 million (November 5, 2018).

Exhibit F2 — Consent Order for Administrative Supervision (October 2018).

Exhibit F4 — Cannon Surety / McClain complaints and affidavit.

Exhibit F5 — Senator Perry's statements.

Exhibit F6 — Recorded statement of former NCDOI employee.

Exhibits F7, F8 — *News & Observer* investigation.

Exhibit F9 — May 2024 motion to restrain Lindberg's use of personal funds for legal fees.

Exhibit F10 — Internal NCDOI communications on cutting off litigants' legal funding.

Exhibit F11 — Letter to the North Carolina Attorney General requesting investigation of Causey.

Exhibit F12 — Causey trial testimony denying he is a politician; admission that Lindberg wanted "robust regulation."

Exhibit G — Quadro Acquisition Corp. One purchase agreement ($3.4 billion; Clanwilliam $880 million).

Exhibit G3 — Ares Management exclusive letter of intent (November 22, 2018) (~$450 million).

Exhibit G4 — Christa Miller e-mail to Peter Nordberg (January 6, 2019) (Ares "third party constituent").

Exhibit I — Quadro transaction materials.

Exhibit J — $18,007,661 transfer to Southland National Insurance Company.

Exhibit K — $56,000,000 transfer to Colorado Bankers Life Insurance Company.

Exhibit K2 — Closing demonstratives (Obusek; Causey's pre-inauguration plan).

Exhibit L — MVRA offset calculation on the affiliated-loan assets alone ($1.381 billion transferred; $484 million overpayment before the zero-coupon-bond and Beckett credits).

Exhibit M — Schedule of fees and losses under the Rehabilitator ($165 million; $2.5 million per month; $137 million bond losses).

Exhibit N — Alban letter to Williams Mullen re UKAT / BC Partners refinancing ($39 million).

Exhibit O.2 — Description of the proposed purchase of the NCICs.

Exhibits P, Q — Quadro valuation comparables: EV/EBITDA multiples (22.14x at signing; 24.21x as of September 9, 2026, with Yahoo Finance source pages) and comparable-company analysis.

Exhibit R — "Why Do Private Acquirers Pay So Little Compared To Public Acquirers?"

Exhibits S, S2 — Lindberg's claim against Wilson and TA Associates; Clanwilliam sale materials.

Exhibit T — Report of FBI investigation of Meghji (New Orleans Archdiocese bankruptcy).

Exhibit U — Affidavit of Greg E. Lindberg regarding the Clanwilliam sale.

Exhibit V — Assignment Agreement (effective January 23, 2025; executed February 13, 2025).

Exhibit V2 — Indemnity Confirmation (July 16, 2024), with the Tax Indemnification Agreement (September 25, 2019) and General Indemnification Policy (February 29, 2020).

Exhibit V3 — Order Appointing Special Master, Doc. 56 (W.D.N.C. Jan. 23, 2025).

Exhibit W — Motion for a Determination That No Restitution Is Owed (Doc. 234 / No. 5:19-CR-22 Doc. 564) (July 14, 2026) (exhibits omitted).

Exhibit W2 — Motion to Declare the Special-Master Reference Unconstitutional, to Disqualify and Remove the Special Master, and to Set Aside the Restitution Orders (Doc. 269) with Proposed Order (Doc. 269-5) (July 31, 2026).

Exhibit W3 — Preliminary Response and Objection to the Special Master's Second Supplement (July 30, 2026) (Doc. 267/583).

Exhibit W4 — Response to the United States' Consolidated Position (Doc. 308) (Doc. 316) (August 18, 2026).

Exhibit W5 — Motions to Compel Production of Ex Parte Communications and Restitution Data (Docs. 331, 332), with Doc. 331-2 (meet-and-confer correspondence, Aug. 15–29, 2026) (August 31, 2026).

Exhibit X — Cabrillo Advisors USPAP appraisal of Beckett Collectibles, LLC ($1,003,924,000) (Doc. 256-1, 256-2).

Exhibit X2 — Blackstone Tactical Opportunities term sheet and proceeds model (April 14 and 16, 2022).

Exhibit X3 — Global Growth counter-proposals ($1.05 billion, April 5, 2022; $1.1 billion, April 18, 2022).

Exhibits X4–X6 — Beckett Collectibles Trust Agreement (June 2021); Amended and Restated Trust Agreement (December 5, 2023); Doc. 260 (Notice of Filing, July 2026, placing on the WDNC record the Beckett Trust Agreement, the February 13, 2025 Assignment Agreement by which the Special Master became record owner of the NHC equity, and the September 2024 NHC board presentation).

Exhibit X7 — Affidavit of Mohsin Meghji, acting CEO of NHC Holdings, LLC (Gov't Ex. C to Doc. 308).

Exhibit X8 — Declaration of Kathy Million (removal of AAI-appointed NHC directors).

Exhibit Y — Letter of Greg E. Lindberg to the AAPC Board (September 1, 2026), with enclosures.

Exhibit Z-1 — Statement of Facts, Exhibit 1 to Defendant's Response and Objection to the Special Master's Report (Doc. 132) (May 4, 2026).

Exhibit Z-2 — Statement of Facts filed with Defendant's Motion to Stay Asset Sales and Enforcement of the Preliminary Restitution Order (Doc. 172) (June 2026).

Exhibit Z-3 — Statement of Facts filed with Defendant's Emergency Motion to Stay All Asset Sales and Consolidated Objections (Doc. 190) (June 2026).

Exhibit Z-4 — Supplemental Statement of Facts (Doc. 174).

Exhibit Z-5 — Consolidated Statement of Facts (Doc. 235) (July 14, 2026), and Statement of Facts Regarding the Disaffiliation Structure with Disaffiliation Exhibits DS-1 through DS-21 (Doc. 300) (August 13, 2026).

Exhibit Z-6 — Affidavit of Greg E. Lindberg (MOU veto and default provisions), Def. Ex. 1, Tab A to Doc. 316 (August 18, 2026), with Exhibit B thereto (Wake County order).

Exhibit Z-7 — Declaration of Greg E. Lindberg in Response to the December 18, 2024 Allegations (Plea and Appointment), Def. Ex. 1, Tab B to Doc. 316, with Tabs C and D (Government e-mails and redline).

Exhibit Z-8 — Declaration of Greg E. Lindberg Regarding the Zero-Coupon Principal-Protected Notes, with Exhibits A–N (Doc. 295).

Exhibit Z-9 — Affidavit of Greg E. Lindberg in Support of Motion to Compel Ex Parte Communications (Doc. 331-1) (executed August 30, 2026).

Exhibit Z-10 — Declaration of Greg E. Lindberg in Support of Motion to Stay Disposition of the Damovo Asset (Doc. 320) (executed September 1, 2026).