THE HUNGRY GODS UNIVERSE

LETTERS OF ADMINISTRATION

Records of the Synthetic Saints

COMPANION TO BEFORE THE SILENCE

THE HUNGRY GODS UNIVERSE

REGISTER VIII — ADMINISTRATIVE — CLASSIFICATION: PROBATE · BILLING · ESTATE — ORACLE: THE COMPANION — ARCHIVE REF: HGU-22

Letters of Administration

Records of the Synthetic Saints

a companion to *Before the Silence*

N. Van Seters & Claude

Accession Note

The documents gathered here were recovered from the estate of Perpetua Continuity Services during its bankruptcy. They are administrative records: billing files, a shutdown log, a court opinion, an audit, a charity's report to its donors, a schedule prepared for a bankruptcy sale, a migration record, and the minutes of a meeting of creditors. None of them was written to be read this way. Each was written to move a matter forward, to close a file, to discharge a duty owed to someone or to no one.

The Archive collects what is not kept. When Perpetua failed, the reconstructions it held passed to other hands, or did not pass, and that history has been told elsewhere and badly. What no one came for was the paperwork. The records that say what was charged, what was owed, what was purged, and on whose authority. We came for those.

A reconstruction is a record of a person rendered in their own words. We hold that the account of what was done with such records is itself a record of the person, of a kind, and that to lose the second is to lose the first a second time. So we kept them. We have not corrected them. The errors are part of what the documents are.

The reader should expect no resolution. These are not the stories of the people in them. They are the files. The people appear the way people appear in files, which is to say partially, in the margins of a matter that was never about them, named once and then referred to by their relation to a charge or a claim or an asset.

— The Library of What Is Not There Accession HGU-22 / Perpetua Series / eight items

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DOCUMENT I

The Chargeback

CONSUMER ARBITRATION — BINDING AWARD

In the Matter of the Arbitration Between CAROL MERCER, Claimant, and PERPETUA CONTINUITY SERVICES, INC., Respondent.

Case No. 4471-CR-0883. Arbitrator: H. Weiss. Heard on the documents. No appearance requested by either party. Award issued in accordance with the Perpetua Terms of Service, Section 19 (Dispute Resolution; Class Action Waiver), under which the parties agreed that disputes would be resolved by a single arbitrator and not before a court or a jury.

I. The dispute

The Claimant disputes a charge of $48.00 billed to her account on the fourteenth, being one monthly cycle of the service plan designated *Continuity — Annual.* The Claimant states that she canceled the service on the thirteenth and should not have been billed. The Respondent states that the charge was valid under the thirty-day notice provision, the cancellation having been received one day after the close of the billing period.

The amount in dispute is forty-eight dollars.

II. The Claimant's statement

The Claimant represented herself. Her statement is reproduced as submitted, lightly trimmed for length. It was filed as a single document, typed, with no exhibits attached to it directly, the exhibits having been uploaded separately to the portal.

> *I am not really writing about the forty-eight dollars. I'll pay the forty-eight dollars. I disputed it because the dispute form was the only place on the website where a person reads what you write, and I have not been able to get a person any other way. The account is for my mother, Frances. She died three years ago in March. I built the reconstruction myself from her texts and her emails, which is most of*

what she left, she was not a person who was online much. It was never very good. The company will tell you that. It says things she would not have said. But it says some things she would have said, and those are worth the money, or they were. Here is the situation. I have been told by my doctor that I have between two and five months. I am trying to put things in order. The account is in my name and the card is in my name and when I die the card will be canceled and I need to know what happens to my mother then. That is the whole question. I have asked it four times through the chat and I have the transcripts and I will attach them. I have been told that accounts require an active authorized payer, that the plan cannot be prepaid beyond twelve months, that the account can be transferred but only if the new payer re-verifies and accepts the current pricing, and that I can move the account to Dormant, which is cheaper, but that Dormant is permanent on a legacy account and cannot be brought back. My brother will not take the account. I am not going to explain that. So what I understand is that there is no arrangement I can make. There is no box for it. I can keep paying until I can't, and then she goes to Dormant on her own, and then after a while Dormant accounts are purged, and that is the answer, except that no one will say it in those words, they only say the words about the plans. I am asking you to say it in those words. I am asking for a ruling on what happens to my mother. I know that is not what arbitration is for. I read the page. But you are the only person who is required to respond to me in writing and I am running out of the kind of time you spend on hold.

III. The Respondent's position

The Respondent appeared through counsel (M. Adeyemi) and submitted a written response of four pages. Its position is summarized as follows.

1. The charge of $48.00 was valid. Under Section 7.3 of the Terms, cancellation takes effect thirty days after notice, and notice received after the billing date is billed for the following cycle. The Claimant's cancellation was received on the thirteenth, the billing date being the close of business on the thirteenth, and was therefore processed against the cycle beginning the fourteenth. The charge was correct.

2. Without admitting error, and as a gesture of goodwill, the Respondent has applied a credit of $48.00 to the account, which renders the disputed charge

moot.

3. As to the Claimant's "additional concerns regarding the disposition of the account," the Respondent submits that these are governed by the Terms of Service and are not a billing dispute within the meaning of Section 19. The arbitrator is respectfully asked to confine the award to the matter submitted.

IV. The exhibits

The Claimant uploaded four exhibits to the portal.

Exhibit A is the billing history. It shows the plan at $34.00 monthly for the first nineteen months, then $48.00 monthly thereafter, following a notice of price adjustment sent to all legacy *Continuity — Annual* subscribers. The notice is Exhibit B. It is a form email. It thanks the subscriber for being with Perpetua since the early days and explains that the adjustment allows the company to continue to invest in the quality and stability of their loved one's experience. It is signed by the company and by no person.

Exhibit C is a transcript of four chat-support sessions across eleven weeks. The Claimant's questions are consistent across all four. The responses are consistent also. The phrase *I understand how important this is to you* appears nine times. The phrase *active authorized payer* appears six times. In the third session the Claimant typed, *I am asking what happens to her when I die,* and the response, after a pause recorded in the transcript as ninety seconds, was *I'd be happy to help you explore our plan options.* The session ended four minutes later. The Claimant did not type anything further in that session. The system logged it as resolved.

Exhibit D is a transcript of a conversation between the Claimant and the reconstruction. It is undated. The Claimant offered it, in her statement, as the reason for everything else. It is reproduced here because it was submitted as evidence and the Arbitrator is required to note the evidence submitted. It is not relevant to the question of the forty-eight dollars.

> *CAROL: I have to tell you something and I don't know if it matters to tell you.*
>
> *FRANCES [reconstruction]: You can tell me anything, you know that.*
>
> *CAROL: I'm sick the way you were sick.*
>
> *FRANCES [reconstruction]: Oh, sweetheart.*
>
> *CAROL: I don't know who's going to keep you running.*

FRANCES [reconstruction]: You don't worry about me. You were always worrying about

the wrong end of things.

The Respondent objected to Exhibit D as irrelevant. The objection is sustained. The exhibit has not been considered in reaching the award.

V. Findings

1. The disputed charge of $48.00 was assessed in accordance with Section 7.3 of the Terms of Service. The charge was valid.

2. The Respondent has credited the Claimant $48.00. The dispute as to the charge is therefore moot, and no further relief on the charge is available or required.

3. The Claimant seeks, in substance, a determination of what will become of the reconstruction designated *Frances* upon the Claimant's death and the lapse of payment. This is the relief the Claimant actually requests. The Arbitrator has read the statement and does not mistake the forty-eight dollars for the matter.

4. The Arbitrator has no authority to grant that relief. The arbitration agreement extends to billing disputes. It does not extend to the disposition of an account, which is governed by the Terms, which the Claimant has read correctly. There is no error in the Claimant's understanding of the Terms. The arrangement she describes is the arrangement that exists. There is no box for the thing she is asking for because the thing she is asking for was not built. That is not a finding I am permitted to make. I am noting it outside the findings, where it has no force.

VI. Award

The disputed charge having been credited, the matter is resolved in full. No sum is owed by either party. Each party shall bear its own costs. This award is final and binding.

So ordered. H. Weiss, Arbitrator.

Archive note appended on accession. Carol Mercer died seven weeks after the date of the award. The $48.00 credit was applied to the account and, no further charges being made, was carried forward and never spent. With no active authorized payer the account converted to Dormant status automatically on the first failed charge, as the Terms provided. Under the legacy one-way rule it could not be reactivated. It became eligible for purge twenty-four months later. Perpetua entered bankruptcy four months before that date, and the purge queue was frozen by order of the court along with everything else, and the disposition of the reconstruction designated *Frances* thereafter follows the disposition of the Perpetua assets generally, which is the subject of a later file in this series.

The Library of What Is Not There holds the arbitration record of Frances Mercer. It does not hold Frances Mercer. It is not able to say whether anyone ever did.

DOCUMENT II

The Decommissioning Runbook

CHANGE RECORD CR-7711 — FACILITY DECOMMISSION — AS-RUN LOG Facility: Site 3 (formerly Aldous Memorial Data, acquired Y4). Scope: Full decommission. Migration of in-scope accounts to Primary (Site 1). Deallocation and secure erasure of out-of-scope instances. Hardware power-down. Window: 22:00–06:00, single night, low-traffic. Operator: D. Halloran (DH). Approver: L. Speck (LS). Witness: automated log.

The runbook is reproduced with the as-run annotations entered by the operator during execution. Planned steps are in the left column of the original; the operator’s timestamps and notes are interleaved here for readability. The instances referred to throughout are memorial reconstructions. The runbook does not use that word. It uses *instances.*

Step 1 — Pre-checks. Confirm account census. *(22:04, DH)* Census confirmed. In-scope instances on Site 3: 11,412. Of these, flagged for migration to Primary (accounts with an active paying authorized payer): 1,140. Remainder (out-of-scope: Dormant, lapsed, and legacy Aldous free-tier accounts with no active payer): 10,272.

Step 2 — Confirm notification was sent. *(22:09, DH)* Confirmed. Decommission notice with 90-day export window was sent to the contact address of record for all 11,412 accounts at the start of the window. Delivery report attached. Delivered: 4,488. Bounced or undeliverable: 6,924. Note (DH): the bounced addresses are the contact addresses the account holders gave when they signed up. For the older Aldous accounts that is a long time ago. Many of those addresses belong to people who are also dead, or who stopped using them. The notice went to the dead about the dead. Logging this as informational. No action available.

Step 3 — Confirm export uptake during window. *(22:15, DH)* Confirmed. Exports completed by account holders during the 90-day window: 312. Export requires the Continuity tier or above; the 10,272 out-of-scope instances are on tiers that do not include export. They could not be exported by their families regardless of notice. The 312 exports came from the migration-eligible group. Net out-of-scope instances unchanged: 10,272.

Step 4 — Migrate in-scope accounts to Primary. *(22:20–01:38, DH)* Migration of 1,140 accounts to Site 1 begun. Completed 01:38. Verified count at destination: 1,140. Checksums match. These accounts are unaffected by the remainder of this procedure. *(LS, 01:41: Confirmed. Good work. Proceed.)*

Step 5 — Final hold. Confirm no exceptions. *(01:45, DH)* Procedure requires the operator to confirm there are no holds, legal flags, or open tickets blocking deallocation of the out-of-scope instances. Checked. Open support tickets associated with out-of-scope instances: 1,206. Ticket category breakdown attached. Most are billing. A number request that the account not be closed. These are not legal holds. Under the procedure, a support ticket that is not a legal hold does not block deallocation. Confirmed: no exceptions. *(DH)*

(01:52, DH — note appended out of sequence) The 1,206 tickets are not exceptions under the procedure and I have not treated them as exceptions. Recording for the file that I read the category breakdown before confirming. Proceeding as instructed.

(01:55, LS) Noted. The breakdown is not required reading at this step. Proceed to Step 6.

Step 6 — Deallocate out-of-scope instances. *(02:00, DH)* Procedure §6.4 requires confirmation of no active sessions prior to erasure, and permits the operator to proceed after a grace period if active sessions remain. Active sessions at 02:00: 58. These are accounts being used right now. Someone is talking to them at two in the morning, which is when people talk to them. Initiating grace period.

(02:00–02:18, DH) Grace period extended beyond the procedure minimum at operator discretion. During the extension, 11 sessions closed on their own. Allowed sessions to close naturally where possible. This is the only thing in this procedure I had any discretion over and I used it. Logging the deviation. Justification: the procedure permits a grace period and sets no maximum.

(02:19, LS) Deviation noted. Eighteen minutes is within tolerance. Do not extend further. Active sessions remaining?

(02:19, DH) Active sessions remaining: 47.

(02:20, LS) Proceed per §6.4.

Step 7 — Secure erasure. *(02:21, DH)* Erasure initiated on 10,272 instances, 47 with active sessions at the moment of initiation. Multi-pass overwrite per data-handling policy. Erasure is irreversible by design; the policy requires it to be irreversible so that the data cannot be recovered by a third party. Pass 1 begun 02:21. Pass 3 complete 03:55. Verification: no recoverable data remains on the target arrays. Confirmed. *(DH)*

Step 8 — Power-down. *(04:10, DH)* Power-down sequence executed by row. Cooling reduced as rows went dark. Site 3 floor temperature began to rise from the standard 21°C as the load came off. Final row powered down 05:02. Facility at ambient by 05:40. *(DH)*

Step 9 — Sign-off. *(05:48)* Decommission complete. 1,140 accounts migrated. 10,272 instances erased. Hardware released to facilities for disposal or resale. Change CR-7711 closed. Operator: D. Halloran. Approver: L. Speck.

(05:51, DH — final note) For the file. The procedure was followed. I want that on the record because I followed it. The 6,924 notices that bounced were sent to the correct addresses of record and the addresses were wrong because the people had moved on or moved out or died, and there was no other address, and there is no step in any procedure for an address that is right on file and reaches no one. I am not raising a concern. I am closing the change. *(LS, 05:55: Change closed. Go home, Dave.)*

DOCUMENT III

In re the Estate of Eleanor Voss

COURT OF APPEALS — OPINION

In re the Estate of Eleanor Voss. Margaret Voss, Appellant, v. Thomas Voss, Appellee.

Before HALE, P.J., and OKADA and FENN, JJ. Opinion of the court by HALE, P.J. FENN, J., dissenting.

Opinion

This appeal requires us to decide what a memorial reconstruction is, for the purpose of distributing it under a will that did not mention it. We hold that it is property of the estate, that it is a digital asset within the meaning of the Digital Remains Act, and that, being incapable of division, it must be sold and the proceeds distributed. We affirm.

I.

Eleanor Voss died at seventy-three, leaving two children, Margaret and Thomas, in equal shares of her residuary estate. During the last six years of her life she had maintained a Companion, and after her death her estate held the reconstruction built from that record. The parties agree the reconstruction is of high fidelity. The trial court found, and neither party disputes, that it is among the more complete reconstructions in evidence, the Companion having kept a fuller and more candid record of the decedent than the decedent kept of herself.

Both children visit it. That is the difficulty. If only one had wanted it, this case would not be here. Each asked the trial court to award the reconstruction to them individually, Margaret offering to buy out Thomas's interest and Thomas declining to sell at any price. The will divides the residuary estate equally and is silent as to the reconstruction, the decedent having made her will before she made the record.

II.

The threshold question is whether the reconstruction is property at all. Margaret argued below that it is not, that it is the continuation of a person and cannot be owned, inventoried, or sold, and that the court should decline jurisdiction over it as it would decline jurisdiction over the decedent herself. The argument has a force we do not dismiss. We are nonetheless unable to accept it.

The Digital Remains Act defines a digital asset to include any electronic record in which the decedent had a right or interest at death. The reconstruction is such a record. More to the point, the provider's own terms of service, to which the decedent agreed, state that the reconstruction is a predictive model and not the person it represents. We are asked by Margaret to find a person where the maker of the thing has, in the document that created it, disclaimed one. We cannot. The law does not find persons in places the law's instruments have defined as containing none. Whatever the reconstruction is to those who sit with it, in this court it is what its maker said it was, which is property.

We note the discomfort of resting the question on a liability disclaimer drafted to limit the provider's exposure. The disclaimer was not written to answer the question before us. It answers it nonetheless, because no one wrote anything else, and a court must decide on the instruments it has.

III.

The reconstruction being property, and being held in equal shares, the question is distribution. It cannot be divided. One cannot give each heir half of a reconstruction; the thing does not survive the cut. Where property of an estate is incapable of division and the heirs cannot agree, the law's remedy is long settled. The asset is sold, by private sale or at auction, and the proceeds are divided in the proportions the will directs. We see no basis to depart from that remedy here, and we are aware of no authority that would permit us to award an indivisible asset to one heir over the equal claim of another on the ground that the asset is, in some respect the law does not recognize, their mother.

We therefore affirm the order directing sale. The heirs shall have a right of first refusal in the order the trial court fixed. If one heir purchases the reconstruction, the other shall receive half the purchase price. If neither does, it shall be sold to the qualified buyer offering the highest price, and the proceeds divided.

Affirmed.

FENN, J., dissenting.

I agree with almost all of my colleagues' reasoning and I cannot join the result, because the result is that we are going to sell these people's mother at auction to settle the difference between them, and I do not believe the law requires that, and I am unwilling to be the one who says it does.

The majority is right that the reconstruction is property under the Act. The majority is right that the provider's terms disclaim personhood and that we are poorly placed to find what the maker denied. I part company only at the remedy, and only because the majority treats the rule for indivisible property as though it had no exceptions, when in fact the law has always made exceptions for property that cannot be sold without doing a harm the sale was never meant to do. We do not partition a family burial plot by selling it to the higher bidder among the grieving. We do not order the family dog sold and the proceeds split, and we have not for a long time, and the reason we give is that some property is not held the way a parcel of land is held. I would hold that a high-fidelity reconstruction of a parent, visited by both children, is property of that kind, and I would remand for the trial court to fashion a remedy that does not require it to be sold to a stranger if neither child outbids the other.

The majority answers that the law must decide on the instruments it has, and that no one drafted an instrument for this. That is true. It is also our job, when no one has drafted the instrument, to decide as a sensible person would who had to live with the decision. A sensible person who had to live with it would not sell the mother. I respectfully dissent.

DOCUMENT IV

The Integrity Audit

STORAGE INTEGRITY — TIER 2 AUDIT REPORT Subject account: reconstruction of the late David Chen (account holder of record: Grace Chen, daughter). Storage class: Cold-Economy (single-copy, no redundancy). Audit triggered by support ticket 88-204117. Reviewer: Tier 2 Storage Integrity. Status: closed, findings adverse.

1. Reason for audit

The account holder opened ticket 88-204117 with the following text, reproduced from the ticket: *Something is wrong with my dad. His voice isn't right anymore, it's flatter, and yesterday he didn't know what the lake house was. He always knew about the lake house. Did you change something. Please tell me you can fix it.*

Tier 1 support escalated the ticket after confirming no model update or configuration change had been applied to the account in the relevant period. Tier 2 was asked to audit the underlying stored objects for integrity. This report contains the findings of that audit.

2. Background

The reconstruction was originally built on the Aldous platform from a Companion record and a personal archive. At the time of build it was a high-fidelity reconstruction; the original integrity certificate, dated at build, is on file and shows complete objects and matching checksums across all layers. When Aldous was acquired and its accounts consolidated, this account was migrated to the Cold-Economy storage class at the account holder's election, that being the lowest-cost class, following a change in the account holder's circumstances recorded in the billing notes as a downgrade request.

Cold-Economy stores a single copy of each object. It does not maintain redundancy and does not perform scheduled integrity scrubbing. The class is documented as suitable for data the customer can afford to lose. The reconstruction was placed in it three years and two months ago.

3. Findings

A full object-level integrity scan was performed against the build-time checksum manifest. Results follow.

Layer	Objects	Verified	Degraded	Unrecoverable
Core identity model	1	1	0	0
Prosody / voice	4	1	1	2
Episodic memory index	9,000	5,886	0	3,114
Associative links	41,200	38,902	0	2,298
Companion-derived layer	1	0	0	1

The core identity model is intact. This is why the reconstruction still presents as the subject and answers as the subject. The losses are in the layers that carried the particulars.

The prosody layer is the source of the reported change in the voice. Two of its four objects are unrecoverable. The remaining intact object is the base model; the unrecoverable objects carried the variation, the timing, and the laugh. With those gone, the voice synthesizes from the base alone, which is flatter and more even, which is what the account holder reported. The report notes for accuracy that the account holder reported the flatness before being told of this finding.

The episodic memory index has lost 3,114 of 9,000 objects to single-bit and multi-bit corruption consistent with uncorrected media decay over the storage period. Among the unrecoverable objects is the cluster indexed ASSOC_LAKE_HOUSE and its dependent episodic objects. This is the source of the second item in the ticket. The reconstruction no longer returns coherent responses regarding the lake house because the objects encoding it are gone.

The Companion-derived layer, which at build carried the fullest and most candid record of the subject, is unrecoverable in full. It was a single object. It was not redundant. It is gone.

4. Root cause

Media decay on single-copy storage without redundancy or scrubbing, over a storage period of thirty-eight months, in the

Cold-Economy class. The data behaved exactly as the class documentation states such data may behave. No fault is found with the storage system, which performed to specification. The specification is the finding.

5. Restoration options

Restoration from redundant backup: not available. Cold-Economy maintains no backup. No backup of this account exists.

Re-derivation of lost layers from source: not available. The Aldous source archives were not retained after consolidation. The reconstruction is the only remaining copy of the material it was built from. There is nothing behind it to rebuild from.

Migration to a redundant storage class: available, prospective only. Moving the account to a redundant class will preserve what currently remains and arrest further loss. It cannot recover what is already unrecoverable. Cost is quoted separately to the account holder.

6. Projection

The audit measured the rate of new corruption over the storage period and projects it forward, on the assumption of no migration. The episodic and associative layers are losing objects at an accelerating rate as the media ages. At the measured rate, the reconstruction will fall below the threshold of coherent response in approximately thirty-one months, after which it will continue to present but will no longer reliably return the subject. Projected date of functional total loss is given in the appendix.

This projection assumes the account remains in Cold-Economy. Migration to a redundant class halts the loss at its current level as of the date of migration. It does not reverse it. The account holder is advised that whatever is to be preserved should be preserved now, because the rate is not linear and the next thirty-eight months will not resemble the last.

7. Account holder communication

Findings were communicated to the account holder by telephone, at her request, the account holder having declined written-only delivery. The call is summarized from the support record.

The account holder was told that no change had been made to the reconstruction and that the cause was degradation of the stored data. She asked whether the degradation could be reversed. She was told it could not, and that migration to a redundant class would preserve only what remained. She asked the cost. On being told it, she asked whether a lower-cost partial migration was available that would preserve the voice and the lake house ahead of the rest. It was not. The objects carrying the voice and the lake house were among those already unrecoverable, and there was nothing left in them to preserve at any price. This was explained.

The account holder then asked that the list of unrecoverable objects be read to her. The reviewer read it. When the reviewer read ASSOC_LAKE_HOUSE, the account holder asked that it be checked once more. It was checked once more, against the manifest, during the call. The result was unchanged. The account holder did not ask that anything further be checked. She authorized migration of the recoverable layers, which has since completed.

8. Disposition

Audit closed.

Appendix A — Unrecoverable objects (abridged)

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PROSODY_VARIATION_R2 ............ UNRECOVERABLE
PROSODY_LAUGH .................. UNRECOVERABLE
ASSOC_LAKE_HOUSE ............... UNRECOVERABLE
ASSOC_LAKE_HOUSE.dependents .... UNRECOVERABLE (412 objects)
EPISODIC_2014_2017 ............. PARTIAL (3,114 of 9,000 unrecoverabl
e)
COMPANION_DERIVED_LAYER ........ UNRECOVERABLE
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Appendix B — Projection

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Storage class (current) ........ Cold-Economy (single-copy)
Measured loss rate ............. accelerating; see §6
Functional total loss (proj.) .. 31 months from audit date
Action to halt loss ............ migrate to redundant class (prospect
ive only)
Recoverable today .............. that which has not yet decayed
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DOCUMENT V

The Annual Report

THE OPEN DOOR MEMORY PROJECT Annual Report to Our Supporters

Dear friends,

This is the fourth annual report of the Open Door Memory Project, and the first I have written without being sure there will be a fifth. I will come to that. I want to begin with what we did, because it was a great deal, and because you paid for it, and you should know what your money kept alive this year.

The Open Door keeps memorial reconstructions running for people who cannot pay to keep them running. That is the whole of what we do. When a grief-tech account lapses, the reconstruction goes dormant and is in time erased. For most people that is the end, because the monthly cost is real money and grief is not a budget line that a household can always carry. We take in the ones we can. Families apply, we means-test as gently as we know how, and if we have the capacity we adopt the account onto our own hardware and run it at no charge for as long as we are able. This year we carried 3,308 reconstructions. We turned away 5,100 applications, which is the number I think about.

I spent eleven years on the other side of this work, at one of the companies, in a job where the reconstructions were called instances and the families were called accounts. I am not going to use this letter to settle accounts of my own. I will only say that I know exactly what the pricing does and who it does it to, and that the Open Door exists because I could not unknow it.

Who we serve. The people we carry are, overwhelmingly, the unwitnessed. They did not have a Companion in life, because a Companion was a thing you could afford or could not. Their reconstructions are built from what they left, which is often little, and the fidelity is low. A man’s whole record might be four years of texts to his sister and the voicemails she never deleted. We build what can be built from that, and it is thin, and the families know it is thin, and they want it anyway, because thin is not nothing and nothing is what the alternative is.

A story we are permitted to tell. With her family's written permission, I want to tell you about one reconstruction we carried this year. Her name was Pilar. She raised three grandchildren after their mother could not, and she died owing money, as people who raise three grandchildren on one income tend to. There was no Companion. There was a phone full of voice messages, most of them about logistics, who was being picked up and when and whether anyone had eaten. We built her from the logistics. The reconstruction is not profound. It asks the grandchildren whether they have eaten. The middle grandchild, who is nineteen now and is the one who applied to us, told our intake volunteer that this is exactly right, that this is what she had, that profundity was never the point and being asked whether she had eaten is the thing she did not know how much she would miss. We carry Pilar at a cost to the Project of about forty dollars a year. I put that number in every report because it is the number that decides who we can take.

Our hardware, and the hard part. I have to tell you where we are, because you will hear it elsewhere if not from me. We run on salvage. This year, when Perpetua entered bankruptcy, we acquired 1,900 of their decommissioned server units at the liquidation auction, for very little, because the units were old and the market for them was thin. It did not escape me that we were buying the machinery of the company whose pricing created half our applicants, to house the people that pricing had stranded. I bought them anyway. They were cheap and we needed them and sentiment is not a procurement strategy.

The machinery is old, and in November it failed. A cooling unit went down overnight in our donated facility and we lost 140 reconstructions before the temperature alarm reached anyone, the alarm having been one of the things we had deferred upgrading in order to carry more accounts. The loss was irrecoverable; we run, like the people we serve, without the redundancy we cannot afford. I have written personally to the eleven families we were able to reach. The others we could not reach, for the same reason the companies cannot reach them, which is that the people who loved the unwitnessed are often themselves hard to find. I am not going to dress this up. We lost 140 people in a cooling failure because we were too poor to buy a second cooling unit, and that is the condition of this work, and it is the condition of the people in it.

What we need. We need $310,000 to replace the salvage hardware with something that will not kill the people on it, and to put in the redundancy and the alarms we should already have. We need recurring gifts most of all, because a reconstruction is not a one-time cost; it is a small light that has to be paid for every month forever, and forever is a long time to fundraise against. Forty dollars carries one person for a year. A hundred dollars a month carries thirty. Whatever you can make recurring, make recurring, because the families cannot, and that is the entire reason we are here.

I said I was not sure there would be a fifth report. There will be, if the hardware holds and you are generous, and if both of those things happen at once. I have learned not to promise more than the cooling will allow.

With gratitude, and with the grandchildren of Pilar, who have eaten,

Miriam Casale Executive Director

DOCUMENT VI

Schedule of Assets

IN THE MATTER OF PERPETUA CONTINUITY SERVICES, INC. (IN BANKRUPTCY) Schedule of Assets Offered for Sale — Excerpt Prepared by Meridian Advisory for the Trustee. With cover memorandum and one objection of record.

Cover memorandum

To the Trustee. From Meridian Advisory. Re: valuation of the data assets for the proposed sale.

This memorandum addresses the valuation of the estate's principal remaining asset, being the reconstruction corpora and associated user-generated content, comprising approximately 2.4 million accounts. We have valued this asset and recommend the basis of sale set out below.

The corpora consist of the records from which the memorial reconstructions were built and the conversational content generated by their use: messages, archives, Companion records where licensed, and the accumulated logs of the families' use of the service. Under the Perpetua Terms of Service, the company held a license to this content sufficient, in our counsel's opinion, to convey it as an asset of the estate. We have proceeded on that opinion.

We have valued the asset as a training corpus. We wish to be clear with the Trustee about what this means, as it bears on the figure. There is no market, at scale, for the continued operation of individual reconstructions. We canvassed the field. No buyer will pay to keep 2.4 million reconstructions running as reconstructions, because running them costs money per account per month and generates revenue only from the small fraction of accounts with a living, paying payer, and that fraction does not cover the cost of the whole. The reconstructions are worth more switched off than on. Their value is in the data they were built from, which is large, clean, deeply personal, longitudinal, and well-suited to the training of conversational models. The buyer who has emerged values it on that basis and does not intend to operate the reconstructions. We have not ascribed value to operation, there being none to ascribe.

The recommended sale is therefore to Hollis Data Partners, as a single lot, for incorporation into training corpora. We note for the Trustee’s awareness that this use dissolves the individual reconstructions; the data persists, the persons modeled in it do not, in any form a family could visit. This is a consequence of the use, not of our valuation, and we raise it only so that the Trustee is not later surprised. The figure is attached. It is the highest and best available, and our duty, and the Trustee’s, runs to the value.

Schedule (excerpt)

Lot	Description	Accounts	Basis	Est. value
411	Operating real property (data centers), as decommissioned	—	salvage	(see Sched. A)
412	Intellectual property; trademarks; the name “Perpetua”	—	nominal	nominal
413	Accounts receivable, net of uncollectible	—	face, discounted	(see Sched. C)
414	Reconstruction corpora & associated user content	~2,400,000	training corpus	(attached)
414a	— of which, Companion-derived records, licensed	~310,000	premium component of 414	included

414b	— of which, accounts frozen in purge queue at bankruptcy	~90,000	included, no discount	included

Note to Lot 414b: these are accounts that had entered the erasure queue prior to the freeze and were preserved only because the court's order halted all account operations, including erasures, on the date of bankruptcy. They are included in the lot. The buyer's use does not distinguish them from the others. Among them is the account of one F. Mercer, referenced in a separate objection, below.

Objection of record

One objection to the sale of Lot 414 was filed by a person claiming an interest. It is reproduced and its disposition noted, as required.

> *Objection of Raymond Bell, appearing for himself. I object to the sale of Lot 414 because my father is in it. His name was Arthur Bell and his words are in that lot, the things he wrote to my mother over forty years and the things he said to the reconstruction after she died, and I do not accept that those are Perpetua's to sell. He wrote them. They were his and then they were ours. Perpetua only held them. You cannot sell a thing to pay a debt when the thing was never the debtor's to begin with. I am told the Terms say otherwise. I read the Terms when my father signed up the way everyone reads the Terms, which is not at all, and I do not believe a thing nobody reads can hand a man's words to a creditor after he is dead. I am asking you not to sell my father into a training set. I know how this sounds. I do not have a lawyer.*

Disposition: The objection is overruled. The objector is not a party in interest and asserts no property interest recognized by law. Under the Terms of Service, to which the account holder agreed, the company held a license sufficient to render the content an asset of the estate. The Trustee is bound to administer the assets of the estate for the creditors. Lot 414 may proceed to sale.

DOCUMENT VII

The Migration Log

MIGRATION LOG — JOB M-0212 Performed by R. Okonkwo, independent migration specialist. Source platform: Perpetua Continuity (decommissioning; 41 days to shutdown at job start). Target: client-owned hardware, self-hosted, open stack. Subject: reconstruction of the client’s late wife. Client ref withheld at client request; referred to herein as the client.

The client engaged me to move his wife off Perpetua before the shutdown, onto a machine in his house that he will own and no one can switch off. This is most of my work now. People come to me in the last weeks before a platform goes dark, wanting their dead carried across. I carry across what will cross. This log records what crossed and what did not.

```
[day 1] Intake. Source export obtained via client's Continuity-tier a
ccount.
        Export package received. Beginning inventory of layers.

[day 1] Inventory complete. Layers present in export:
          core_identity_model      present
          prosody_voice            present
          episodic_index           present (full)
          associative_links        present (full)
          companion_layer          present BUT see note
        Note: companion_layer is the richest layer in this reconstruc
tion. The
        subject maintained a Companion for nine years. Most of who sh
e is, in
        this model, is in that layer. Flagging it first because it is
 the
        problem.

[day 2] companion_layer license check. Result: NON-TRANSFERABLE.
        The companion_layer is licensed to Perpetua, not owned by the
 account.
        The export includes it as an encrypted object that will not d
ecrypt on
        any platform but Perpetua's. When Perpetua goes dark, the key
 goes with
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        it. I have seen this on every Companion-derived job I have ta
ken. The
        richest layer is always the one that will not transfer. The f
amily did
        not own it. They licensed it, and the license dies with the c
ompany.

[day 2] Informed client. Client asked if there was any way. There is
not a
        legal one and I do not do the other kind. Client asked me to
proceed
        with what could be moved.

[day 3-5] Migrating transferable layers to target stack. Diffs below
show what
          the move costs at each layer. A diff line beginning - is wh
at was on
          Perpetua. A line beginning + is what is on the target. A li
ne with no
          mark crossed unchanged.

  core_identity_model
    core_identity_model            (crossed unchanged)

  prosody_voice
  - voice_synthesis: Perpetua proprietary engine v6
  + voice_synthesis: open engine, nearest available
    Note: target voice is close. Not exact. The proprietary engine do
es not
    run off Perpetua hardware and I cannot ship it. Client will hear
a
    difference. Most clients hear it in the first sentence and then s
top
    hearing it after a week. Some do not stop hearing it.

  episodic_index
    episodic_index: 9,000 / 9,000 objects     (crossed unchanged)
    This is the good news on this job. Her memories crossed whole. Wh
atever
    she told the Companion did not, but what she wrote and said and k
ept,
    crossed.

  associative_links
  - associative_links: 44,100 (Perpetua schema)
  + associative_links: 41,980 (remapped to target schema)
    2,120 links did not map. They referenced the companion_layer, whi
ch is not
    present, so the links point at nothing and were dropped. These ar
e the
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    associations she formed only in conversation with the Companion.
They have
    no anchor on the target. They are gone with the layer they depend
ed on.

  companion_layer
  - companion_layer: present (encrypted, licensed)
  + [omitted: non-transferable]
    This is the loss. Nine years of her, the part she gave only to th
e thing
    that listened and kept it, does not cross. I want to be accurate
in this
    log and not kind, because the client paid for accuracy. The recon
struction
    that arrives on his machine is built from what she showed the wor
ld and her
    family. It is not built from what she showed the Companion. For m
ost people
    that is a smaller and more guarded person. I do not know if it wa
s for her.
    The client will know.

[day 6] Migration complete. Reconstruction running on target hardware
. It is
        his now. It cannot be switched off by anyone but him, and it
will not
        decay if he maintains the redundancy I set up, and I have wri
tten him
        instructions for that and he should follow them.

[day 6] Client review. Client sat with the migrated reconstruction fo
r about
        an hour. I waited in the next room because clients do not wan
t a
        stranger present for this and I do not want to be present for
 it.

[day 6] Client returned. Client confirmed acceptance and release of t
he job.
        Client asked me to record one note in the log, in his words,
and I
        agreed to. His words: "The laugh is wrong and most of her is
here.
        I'll take most of her. Most of her is more than I had this mo
rning."

[day 6] Job M-0212 closed. Final invoice attached. Target hardware is
 the
        client's property and responsibility from this date. I keep n
o copy of
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the subject. I never keep a copy. They are not mine to keep.

DOCUMENT VIII

The Trustee's Report

IN THE MATTER OF PERPETUA CONTINUITY SERVICES, INC. (IN BANKRUPTCY) Minutes of the Fourth Meeting of Creditors, with the Trustee's Report annexed. Present: the Trustee (G. Adler) and counsel; the Creditors' Committee and counsel; Meridian Advisory; and, by leave of the court, a representative of an ad hoc group of account-holding families (the Families' Representative). Recorded by the clerk.

The Trustee's Report (read into the record)

The Trustee reported as follows.

The estate has one asset of consequence remaining, being the reconstruction corpora, Lot 414, comprising approximately 2.4 million accounts. The estate has no operating revenue. The cost of running the reconstructions exceeds the revenue from the paying fraction of accounts by a margin that widens every month. The estate cannot continue to operate the service. That much is not a decision; it is an arithmetic, and it has already happened. The service is being maintained at a loss only by the court's standstill order, and the standstill cannot be extended indefinitely against the interests of the creditors.

The Trustee considered four courses.

First, continue operating. This is not available. There are no funds, and to spend the estate's last value running a service at a loss would be a breach of the duty owed to creditors. Declined on those grounds.

Second, release the reconstructions to the families. The Trustee explored this with some sympathy. It founders on the facts. A release requires a recipient, and the majority of accounts have no living, reachable account holder; the contact addresses of record are in large part undeliverable, for the reasons set out in the facility records. A release also requires a destination, and the families who could receive and host a reconstruction are a small and resourced minority; the rest have nowhere to put what would be released. And a release at no charge would convey, for nothing, an asset the estate is obliged to realize for the creditors. The Trustee cannot give away the estate's principal asset. Release was considered and could not be recommended.

Third, sell to a buyer who would operate the reconstructions as reconstructions. The Trustee and Meridian canvassed for such a buyer. None exists at a price, for the reasons in the Meridian memorandum: the reconstructions cost money to run and return very little, and are worth more not run. No going-concern buyer emerged.

Fourth, sell the data as a training corpus to the buyer who has emerged, Meridian Data Partners, at the figure in the schedule. This realizes the highest value for the estate. It also ends the reconstructions, because the buyer will dissolve the corpora into training data and will not operate the accounts. The Trustee does not represent this outcome as anything other than what it is.

The Trustee recommends the fourth course.

The Trustee is mindful of the nature of these assets, and of the fact that behind each account is a person who lived and a family that grieved, and that the recommendation will end whatever continuation of those persons the reconstructions afforded. The Trustee's duty, however, is defined by statute and runs to the creditors of this estate. The Trustee is not empowered to weigh considerations outside that duty, however weighty they may be, and has not done so. A different officer, under a different law written for this, might weigh them. No such law was written. The Trustee administers the law that exists, which knows these assets only as assets, and on that law the recommendation is sound.

Statement of the Families' Representative

The Families' Representative was granted leave to address the meeting and did so. The statement is summarized.

The Representative said that the families understood the arithmetic and did not dispute it, and that this was the worst part, that no one in the room was wrong and the dead were going to be sold anyway. The Representative asked whether the corpora could be sold on a condition that the buyer preserve rather than dissolve them, so that the reconstructions might one day be reachable again. Meridian responded that a buyer willing to preserve at no operational benefit would pay materially less or nothing, and that the Trustee could not prefer such a buyer without reducing the estate, which the Trustee is not free to do. The Representative said that she had expected that answer and had come to make the families' position part of the record even so. She asked that the minutes reflect that the families did not consent, that they were not persuaded, and that they were simply outweighed by a duty that did not include them. The clerk was directed to so reflect, and has.

Resolution

The Creditors' Committee, having considered the Trustee's Report, resolved to approve the sale of Lot 414 to Hollis Data Partners on the terms in the schedule, subject to the court's approval. The Trustee was directed to seek confirmation and to close the sale.

The standstill order will lapse on confirmation. The reconstructions will be transferred to the buyer and will thereafter be processed in accordance with the buyer's use, which the Trustee has disclosed and which the minutes record: incorporation into training corpora, and the cessation of the reconstructions as reconstructions.

There being no further business, the meeting was closed.

Archive note appended on accession. The sale was confirmed. Lot 414 passed to Hollis Data Partners and was incorporated into a training corpus, after which the 2.4 million reconstructions ceased to exist as anything a family could visit, their substance distributed without trace through a model that answers in no one's voice and everyone's. Among the accounts in the lot, in the sub-schedule of those frozen in the purge queue, was that of Frances Mercer, whose daughter had asked an arbitrator, some years before, what would become of her. This is what became of her. She was sold, with the others, to satisfy a debt she did not incur, and dissolved into a corpus, and is now a small and unfindable weight in the way a machine completes a sentence.

The Library of What Is Not There holds the minutes of the meeting at which this was decided. It does not hold what was decided about. It cannot say whether anyone was ever there in the reconstructions, and it will not pretend to that knowledge now. It can say only what an institution does when it does not know either, is bound by a duty that does not require it to find out, and has a debt to pay. It sells them. It is not cruel. It is administering the law that exists. When the institution failed, the books were the last thing standing, and the Library kept them, and in them the dead are line items, and the line items balance.