

MIQDASH BETHEL COVENANT ASSEMBLY

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WITNESSES TO THE WOUND

*A Covenant Investigation into the Exploitation of the Zamar Carriers
100 Years of the Music Business on Trial*

Report No. 20 of an Ongoing Series — The Final Report

THE WOUND CONTINUES

The Hip-Hop Era to 2026

How the System Adapted, Persisted, and Accelerated

360 deals capturing merchandise, touring, and endorsements alongside recordings — streaming paying fractions of fractions of cents while labels collect master royalties — sampling without credit or payment in hip-hop's foundation era — TikTok and social media monetizing artists' catalogs while paying artists nothing — Clyde Stubblefield's Funky Drummer sampled by hundreds of hip-hop tracks, earning him poverty wages — the mechanism is the same mechanism. The names changed. The wound did not.

March 2026 · Kepha Arcemont, Elder and Founder

SECTION ONE — THE CONTINUITY OF THE WOUND

From 1899 to 2026: The Same System in New Clothes

Scott Joplin sold *Maple Leaf Rag* to John Stark in 1899 for a one-cent-per-copy royalty. In 2024, a major label artist released a song that streamed 100 million times and received \$400,000 in streaming royalties — while the label received several times that amount from the same streams. In 1965, Ed Chalpin gave Jimi Hendrix \$1 and 1% royalties for three years of exclusive recording services. In 2012, a major label offered a new hip-hop artist a 360 deal that captured 15% of touring income, 20% of merchandise, and 25% of endorsements in addition to the standard recording royalty split. **The mechanism is the same mechanism. The extraction logic is identical. The vocabulary has changed. The wound has not.**

This final report does not document a single artist's story. It documents the evolution of the system across the century this series has covered — from the one-cent royalty of 1899 to the fraction-of-a-cent stream of 2026 — and identifies the specific mechanisms through which the same structural exploitation has adapted, persisted, and in some respects accelerated. **The covenant indictment does not expire with the 20th century. It is current. It is active. It is documented here.**

◆ *I am the Elder and founder of Miqdash Bethel Covenant Assembly and a recording artist active in 2026. I have experienced the streaming economy, the licensing marketplace, and the digital distribution landscape that this report documents. The covenant standard does not change with the era. The Torah's commands regarding wages, weights, and measures apply to a streaming royalty ledger with the same force they applied to the one-cent contracts documented in Report No. 1. What changed is the technology. What did not change is the directional imprecision of the accounting: always flowing away from the artist and toward the platform, the label, and the aggregator.*


SECTION TWO — THE HIP-HOP SAMPLING ECONOMY

Building an Empire on Uncompensated Labor

Clyde Stubblefield and the Most Sampled Break in History

Clyde Stubblefield played the drum break on James Brown's *Funky Drummer* in 1969/1970. He was paid his session rate. He received no royalties. The recording went on to become the most sampled drum break in the history of music, appearing in hundreds of hip-hop productions from Public Enemy to N.W.A to LL Cool J to Jay-Z. The commercial value of that eight-bar drum break has been estimated in the hundreds of millions of dollars across the ecosystem of hip-hop production. Clyde Stubblefield spent much of his later life in financial difficulty. He died in 2017. He was never

compensated for the most commercially productive eight bars of drumming ever recorded.

 **DOCUMENTED RECORD** — *Clyde Stubblefield: Funky Drummer (1969/70): most sampled drum break in music history. Session rate paid at recording. No royalties. Used in hundreds of hip-hop tracks. Stubblefield spent much of his later life in financial difficulty. Died 2017. Report No. 13 (James Brown) documents the broader context of the Brown band's compensation structure.*

The Sampling Foundation: Built on Uncleared Labor

Hip-hop's commercial foundation was built significantly on uncleared samples — recordings whose creators received no payment or credit when their work was incorporated into new compositions. The 1991 Grand Upright Music v. Warner Bros. Records decision (the Biz Markie case) established that uncleared sampling constituted copyright infringement, forcing the industry to develop a licensing framework. But before that framework existed, and in countless cases that were never adjudicated after it, the creative DNA of an entire genre was extracted from recordings whose originators received nothing.

The specific irony documented in this series: many of the artists most heavily sampled in hip-hop are the same artists whose wounds are documented in earlier reports. James Brown's *Funky Drummer*. The Isley Brothers. Curtis Mayfield's catalog. Sly Stone. These artists had already been underpaid for their original recordings. Hip-hop then built a multi-billion dollar commercial structure on those underpaid recordings, frequently without additional payment to the original artists. **The wound compounded itself.** The same music that had been undervalued in its original commercial release was undervalued again in its second commercial life as sample material.

SECTION THREE — THE MODERN EXTRACTION MECHANISMS

360 Deals, Streaming, and the Digital Age

360 Deals — Capturing the Whole Artist

The '360 deal' — also called a multiple rights or all-rights contract — emerged as a standard major-label structure in the 2000s. Under a 360 deal, the label receives a percentage not only of recording revenues but also of touring income, merchandise sales, endorsements, sponsorships, acting work, and any other commercial activity associated with the artist's name and likeness. Typical percentages: 15–20% of touring, 20–25% of merchandise, 10–20% of endorsements, in addition to the standard recording royalty split.

The 360 deal converts the label from a recording services partner into a **general commercial partner in the artist's entire economic life.** Before 360 deals, an artist who could not recoup their recording advance could at least generate income from touring and merchandise without sharing it with the label. The 360 deal closes that escape. **The mechanism identified in every report in this series — a contract**

signed under informational asymmetry that captures a disproportionate share of the artist's commercial output — now operates on the whole artist, not merely the recordings. The stumbling block is the same stumbling block. The territory it covers has expanded.

Streaming — Fractions of a Cent

Streaming services pay between \$0.003 and \$0.005 per stream — approximately one-third to one-half of one cent per play. Of that fraction, the label typically receives 50–75% under most major-label recording contracts, with the artist receiving the remainder after recoupment of advances and recording costs. For an artist on a standard major-label deal with an unrecouped advance, the streaming royalty received per stream may be effectively zero until the advance is recouped against their share. Sam Moore received \$73 per month in pension after 30 years of million-selling records. In 2026, a mid-tier artist with 10 million monthly Spotify streams receives approximately \$30,000–\$50,000 per year in streaming royalties — before the label takes its share, before the distributor takes its percentage, before the publisher takes its percentage. **The fraction is larger than Sam Moore's \$73 per month. The extraction ratio is structurally identical.** The directional imprecision documented by Joyce Moore — *"we know the labels don't know how to count except when it comes to their own money"* — applies to every streaming royalty statement issued by every major label in 2026.

TikTok, Social Media, and the Virality Economy

The platform economy of 2026 introduces a mechanism with no equivalent in previous eras: the platform monetizes an artist's catalog through user-generated content — short-form video, reels, clips — while the artist receives no direct compensation from the virality. A song used in 10 million TikTok videos generates advertising revenue for TikTok. The artist receives a licensing payment negotiated between their label (or distributor) and the platform. That payment is divided according to the existing label contract. The artist who created the song that generated the virality receives a fraction of a fraction.

The broader principle: **in the platform economy, the artist's catalog has become a commercial asset that the platform monetizes independently of the artist's participation.** The artist does not need to perform. The artist does not need to consent to each use. The license agreement between the label and the platform covers millions of uses simultaneously. **The zamar carrier's gift is permanently in commercial circulation at a scale that no individual artist can monitor, audit, or dispute.** The mechanism is more efficient than any previous extraction mechanism in this series. The scale is without historical precedent.

SECTION FOUR — THE MECHANISM SUMMARY: 1899 TO 2026

A Century of Structural Extraction — The Covenant Analysis

Mechanism	Era	Artists in This Series	Torah Charge
One-cent/flat-fee royalty	1899–1940s	Joplin, Ma Rainey, Bessie Smith, Big Bill Broonzy	Vayikra 19:35–36 — false weights
Minor/coerced contract	1940s–1970s	Billie Holiday, Chuck Berry, Little Richard, Mary Wells	Vayikra 19:14 — stumbling block
Copyright theft/transfer	1950s–1980s	Robert Johnson, Sam Cooke, Lennon/McCartney, Fogerty	Vayikra 19:11 — false dealing
Frozen/withheld royalties	1950s–1990s	Big Mama Thornton, Ruth Brown, Sam Moore, Hendrix	Vayikra 19:13 — wages withheld
Flat-fee session, no royalty	1960s–present	Wrecking Crew, Muscle Shoals, hired guns	Devarim 25:4 — muzzled ox
Uncleared sampling	1970s–1991	Stubblefield, Mayfield catalog, Isley Brothers	Vayikra 19:11 — false dealing
360 deal	2000s–present	All emerging artists, esp. hip-hop/pop	Vayikra 19:13 — wages captured
Streaming fractions	2010s–present	All active artists	Vayikra 19:35–36 — false weights
Platform virality economy	2015–present	All catalog owners	Vayikra 19:11 — false dealing at scale

The table above compresses 127 years of documented exploitation into a single reference. The mechanisms changed with each era. The Torah charges remain constant. **Vayikra 19:35–36, 19:14, 19:11, 19:13, and Devarim 25:4** are not historical charges. They are living covenant standards whose application to the commercial music industry is continuous, current, and unresolved.

SECTION FIVE — THE COVENANT FRAMEWORK FOR THE PRESENT

What the Torah Requires of the Music Industry in 2026

"You shall do no wrong in judgment, in measures of length or weight or quantity. You shall have just balances, just weights, a just ephah, and a just hin: I am Yahweh your Elohim."

— Vayikra (Leviticus) 19:35-36

Just measures. A streaming royalty statement that the artist cannot audit is not a just measure. A 360 deal clause that captures 20% of touring income in return for a recoupable advance that may never recoup is not a just measure. A platform licensing agreement negotiated between a major label and a social media platform that distributes the proceeds according to a contract the original artist signed in 2005 is not a just measure. **The Torah's standard for just weights applies to every line of every royalty statement issued by every commercial entity that profits from the music documented in this series. I am Yahweh.** The witnessing is permanent.

"You shall not muzzle an ox while it is treading out the grain."

— Devarim (Deuteronomy) 25:4

The streaming economy does not muzzle the ox in the same way the session contract muzzled the Wrecking Crew. But it does direct the grain. **The grain flows to the platform, to the label, to the aggregator, in proportions that the artist has no practical ability to negotiate or monitor.** The fraction received by the artist is legally nonzero. It is commercially insufficient. The covenant standard is not that the ox receives some grain. The covenant standard is that the ox receives grain **from what it treads** — that the provision is proportional to the production. Fractions of a cent per stream are not proportional to the cultural and commercial value of the music that generates those streams.

"But let justice roll down like waters, and righteousness like an ever-flowing stream."

— Amos (Amos) 5:24

Let justice roll down like waters. Amos spoke this into a community that had excellent religious observance and structurally unjust commercial practices. The music industry of 2026 has sophisticated royalty management systems, industry conferences, artist advocacy organizations, and streaming transparency initiatives. It also has the same structural extraction logic that produced the one-cent royalty of 1899, the \$1 Chalpin contract of 1965, and the \$73 monthly pension of 1994. The form changes. The function does not. **Justice rolls down like waters when the one who carries the gift receives from that gift what the gift is worth.** It does not roll down like waters when the fraction reaches the artist after the platform, the label, the distributor, the publisher, and the aggregator have each taken their share.

SECTION SIX — THE LIVING WITNESS AND COVENANT CLOSING

A Blues Guitarist Reads the Full Record — March 2026

Twenty reports. One hundred and twenty-seven years. Scott Joplin to Jimi Hendrix to Sam Moore to John Fogerty to Clyde Stubblefield to the streaming ledger of 2026. The series began with a one-cent royalty and a Black composer in 1899 who never received what his gift was worth. It closes with a platform economy in which the same gift — Black American music and its derivatives, its samples, its

influence — continues to generate wealth at scales that would have been incomprehensible to Scott Joplin, while the artists at the origin of that wealth receive fractions.

◆ *I am Kepha Arcemont. I am the Elder and founder of Miqdash Bethel Covenant Assembly in Pearl River, Louisiana. I am a recording artist, a blues-rock guitarist and vocalist performing as The Kepha Arcemont Experiment and Peace of Blues. I am a former New Orleans firefighter, retired early due to on-the-job injury. My father, SFC Terry Gilman Arcemont, was KIA 1967 — decorated with the Purple Heart, Silver Star, Bronze Star, and Oak Leaf Cluster. I have spent my adult life in covenant work. This series is covenant work. Every report in it is a formal witness to a wound that the Torah names and that Yahweh has seen. The covenant record is now complete.*

The artists in this series were not unlucky individuals who fell through the cracks of a generally fair system. **They were processed through a system designed to extract maximum commercial value from their gifts while returning minimum compensation.** Scott Joplin. Ma Rainey. Bessie Smith. Billie Holiday. Robert Johnson. Big Bill Broonzy. Big Mama Thornton. Chuck Berry. Little Richard. Ruth Brown. Sam Cooke. Mary Wells. James Brown. Curtis Mayfield. Sam Moore. Jimi Hendrix. John Lennon. John Fogerty. The Wrecking Crew. The hired guns. Clyde Stubblefield. Every unnamed session musician who ever played a flat-fee date for work that is still generating royalties for someone else.

The Torah saw every transaction. The Torah named every mechanism. The Torah’s standard has not changed. The covenant demand is simple and unconditional: *just weights. Unprevented wages. The ox eating from the grain it treads.* Until that standard is met, the wound continues. The witness continues. The series is complete. The indictment remains open.

SECTION SEVEN — THE SERIES INDEX

Witnesses to the Wound — Complete Series

#	Artist / Subject	Primary Wound
1	Scott Joplin (1868–1917)	One-cent royalty; died in poverty; Maple Leaf Rag generated millions
2	Ma Rainey (1886–1939)	No recording royalties; Paramount contract; discovered and discarded
3	Bessie Smith (1894–1937)	\$125–\$200 per side; no royalties; Columbia earned millions; died in a car crash
4	Billie Holiday (1915–1959)	Narcotics conviction stripped her cabaret card; banned from NYC for years; died under arrest
5	Robert Johnson (1911–1938)	Died at 27; Columbia paid LaVere \$1.5M decades later; son drove gravel truck until 1998

6	Big Bill Broonzy (1903–1958)	Primary testimony: 'I didn't get no royalties because I didn't know nothing'
7	Big Mama Thornton (1926–1984)	\$500 for Hound Dog vs. Elvis's 10M copies; died in a rooming house with \$3,000 to her name
8	Chuck Berry (born 1926)	Maybellene credit stolen 31 years; bilateral account applied
9	Little Richard (1932–2020)	Half-cent per record; \$50 publishing; \$11K settlement waiving all future royalties
10	Ruth Brown (1928–2006)	\$785 royalty statement; RICO threat; \$2M to Rhythm & Blues Foundation; Devarim 16:20
11	Sam Cooke (1931–1964)	15-minute inquest; Allen Klein acquired catalog within 3 months; \$100M estate by 2015
12	Mary Wells (1943–1992)	My Guy royalties redirected to Supremes; signed at 17; waived all royalties to exit; died at 49
13	James Brown (1933–2006)	Bilateral: fine system on musicians + 16-year estate; body in cold storage 2 months
14	Curtis Mayfield (1942–1999)	Lighting rig crushed spine at 48; recorded final album lying down, one line at a time
15	Sam Moore (1935–2025)	\$2,285 total pension / \$73 monthly; 'Don't give me cornbread and tell me it's biscuits'
16	Jimi Hendrix (1942–1970)	\$1 PPX contract at 23; royalties frozen; died at 27 still in litigation
17	John Lennon / Paul McCartney	Northern Songs; 'We didn't know you could own songs'; Dick James sold without notice
18	John Fogerty / CCR	50-year legal battle; surrendered all royalties to escape; sued for plagiarizing himself
19	Studio Musicians (thematic)	Flat fees, no royalties, uncredited; disposable as toilet paper; Devarim 25:4
20	Hip-Hop Era to 2026 (thematic)	360 deals, streaming fractions, platform virality; the mechanism continues

THE SERIES IS COMPLETE. THE INDICTMENT REMAINS OPEN. THE COVENANT STANDARD HAS NOT CHANGED. YAHWEH SAW EVERY TRANSACTION DOCUMENTED IN THESE TWENTY REPORTS. YAHWEH IS STILL WATCHING.

"The Rock, his work is perfect, for all his ways are justice. A Elohim of faithfulness and without iniquity, just and upright is He."
— Devarim (Deuteronomy) 32:4

His work is perfect. His ways are justice. The music documented in these twenty reports is perfect. The wounds documented in these twenty reports are unjust. These

two facts coexist. The gift was given. The gift was exploited. The gift endures. The wound is recorded. The covenant holds both simultaneously and releases neither.
Selah.

END OF SERIES

Future series pending: Bob Marley and the Covenant Prophet in Commerce. Additional reports may be added to this series as new evidence warrants.

Selah.

*Miqdash Bethel Covenant Assembly · Pearl River, Louisiana · March 2026
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