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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. 18 of an Ongoing Series*

JOHN FOGERTY

Born 1945 — Still Living, Still Fighting

Creedence Clearwater Revival — “Unending Horrible Legal Slavery”

Signed as teenagers, surrendering all ownership of recordings and publishing without knowing — relinquished all royalties in 1980 just to escape the contract — required to file annual lawsuits to collect songwriter royalties after 1980 — sued for plagiarizing himself — refused to perform his own songs for years to deny Zaentz the profit — Zaentz funded three Oscar-winning films with CCR profits — recovered his catalog after 50 years in January 2023

March 2026 · Kepha Arcemont, Elder and Founder

SECTION ONE — THE GIFT: WHO YAHWEH MADE HIM

Biography: The Voice of the American Heartland, Captured by a Contract

John Cameron Fogerty was born May 28, 1945, in Berkeley, California. He grew up in El Cerrito, a working-class suburb of San Francisco with no bayou, no swamp, no trace of the Deep South that would saturate his music. What he had was an ear for the soil of American blues and country music that transcended geography. He heard something in the Delta tradition and made it his own from 3,000 miles away. He and his brother Tom, along with Stu Cook and Doug Clifford, had been performing together since the early 1960s, first as the Blue Velvets, then the Golliwogs. In 1964 they signed to Fantasy Records in Berkeley. In 1967, Saul Zaentz bought Fantasy Records and signed CCR to a new contract. In 1968 they released their debut album as Creedence Clearwater Revival. **What followed was one of the most compressed periods of commercial excellence in rock history.** Seven Top 5 singles. Five Top 10 albums, two of them No. 1. They reportedly sold more records than the Beatles in 1969. John Fogerty wrote almost all of it: ***Proud Mary, Bad Moon Rising, Green River, Down on the Corner, Fortunate Son, Travelin' Band, Up Around the Bend, Have You Ever Seen the Rain, Lookin' Out My Back Door, Hey Tonight*** — in under three years.

Then CCR disbanded in 1972. And John Fogerty spent the next fifty years trying to own what he had written.

◆ *I am a blues-rock guitarist and vocalist. My music carries the same tradition Fogerty carried — the blues-inflected American rock vocabulary built on roots and soil and Delta memory. I recognize in Fogerty's work the specific quality of a zamar who has been given a sound that does not belong to his geography: he was from El Cerrito and he sounded like Louisiana. That is the covenant gift operating beyond the rational. The gift goes where it will. Fantasy Records trapped it in a contract.*

SECTION TWO — THE WOUND: 50 YEARS OF LEGAL SLAVERY

The Contract That Cost a Lifetime

The Original Contract — Teenagers Signing Away Everything

When Fogerty and CCR signed to Fantasy Records — first as the Blue Velvets in 1964, then under a new contract when Zaentz bought the label in 1967 — they were teenagers and young men without legal counsel who signed away all ownership of their recordings and all publishing rights for every song they wrote. Fogerty later understood: they had not merely licensed their work. They had surrendered it. Fantasy Records owned the masters. Fantasy Records owned the

publishing. CCR performed on recordings they did not own, of songs they did not own. Fogerty was the primary songwriter. He received a performer's royalty. Zaentz received the publishing income from every song Fogerty wrote.

DOCUMENTED CONTRACT TERMS: *Signed by Fogerty and CCR as teenagers and young men without independent legal counsel. Fantasy Records received: ownership of all master recordings; all publishing rights to all songs written by CCR members. Fogerty retained: performer's royalty. Zaentz received: publishing income from Proud Mary, Bad Moon Rising, Green River, Fortunate Son, Have You Ever Seen the Rain, and every other CCR song. Duration: effectively permanent absent legal resolution. Fogerty's description: 'unending horrible legal slavery.'*

1980 — Surrendering All Royalties to Escape

In 1980, Fogerty relinquished all of his artist royalties from the CCR catalog — every dollar he was owed from every recording he had made with CCR — to Saul Zaentz, as the price of escaping the Fantasy Records contract. He gave up everything he had earned to be free of the label. What remained: as the songwriter, he was still entitled to receive songwriter royalties from Fantasy for the CCR catalog. Fantasy was legally obligated to pay them. **Their response was to stop paying them and require Fogerty to sue annually to receive what he was legally owed.**

"Fantasy own the songs and they're supposed to pay me as the songwriter, but I've had to fight to get royalties from 1980 and every year after that. Basically, to get paid I had to sue them, that was their stance." — John Fogerty, quoted in LedgerNote

Annual lawsuits. To collect existing contractual obligations. Not to establish new rights. Not to challenge the contract. Simply to receive what the existing contract required Fantasy to pay. This is the mechanism of extraction at its most naked: **forcing the artist to litigate annually as the condition of receiving what is already owed.** The legal cost of the annual suits reduced the net value of the songwriter royalties received. Zaentz made Fogerty pay to be paid.

1985 — Sued for Plagiarizing Himself

In 1985, Fogerty released *Centerfield*, his comeback album. It included two songs that were thinly veiled attacks on Zaentz: **Mr. Greed** and **Zanz Kant Danz** (with lyrics: "Zanz kant danz but he'll steal your money"). Zaentz sued for defamation and the two settled out of court. Then, in a separate action, Zaentz sued Fogerty in federal court for copyright infringement, claiming Fogerty's new song **The Old Man Down the Road** plagiarized the CCR song **Run Through the Jungle**.

John Fogerty wrote both songs. Zaentz owned the copyright to **Run Through the Jungle** because Fantasy Records owned CCR's publishing. He was suing Fogerty for sounding like himself. The trial lasted two weeks. Fogerty took the witness stand with a guitar and demonstrated that both songs expressed the same personal stylistic vocabulary — his own swamp rock sound — and that one man cannot plagiarize himself. The jury deliberated two hours and found for Fogerty. **But the case then went to the U.S. Supreme Court on the question of attorney's fees, where it was not**

finally resolved until 1994. Nine years of litigation over whether John Fogerty had copied John Fogerty.

The Silence — Years of Not Performing His Own Songs

For years, John Fogerty refused to perform his CCR songs live. *Proud Mary. Fortunate Son. Bad Moon Rising. Have You Ever Seen the Rain.* He could not sing them without enriching Saul Zaentz, who received a portion of the performance royalties from the publishing rights he owned. **A man who could not sing what he had written because every performance profited the man who had taken the songs from him.** The silence was the covenant musician's only available protest. He chose it.

The Zaentz Empire Built on CCR

Saul Zaentz used the commercial engine of the CCR catalog to fund a career as a film producer. His productions — funded substantially by the profits from Fantasy Records and the CCR publishing catalog — include *One Flew Over the Cuckoo's Nest* (1975, Academy Award for Best Picture), *Amadeus* (1984, Academy Award for Best Picture), and *The English Patient* (1996, Academy Award for Best Picture). Three Best Picture Oscars. Partially funded by what John Fogerty wrote and was not paid for.

1989 — The Deal That Doubled

In 1989, Fogerty and Zaentz agreed on a purchase price for the catalog. At the last minute, according to Fogerty, Zaentz doubled the price. The deal collapsed. Fogerty said later: *"I wasn't going to get to own them. He wasn't going to allow me to own them."* Zaentz died in 2014.

2023 — Recovery After 50 Years

In January 2023, John Fogerty acquired a majority interest in the global publishing rights to his CCR catalog from Concord, which had purchased Fantasy Records in 2004. Concord had reinstated and increased his royalties when they acquired Fantasy. After intervention from music industry manager Irving Azoff, Concord agreed to sell. Fogerty said: *"As of this January, I own my own songs again. This is something I thought would never be a possibility. After 50 years, I am finally reunited with my songs."* He was 77 years old.

SECTION THREE — THE THREE WITNESSES (DEVARIM 19:15)

Corroboration of the Record

WITNESS One: *Variety* ('John Fogerty Finally Acquires Rights to His Creedence Clearwater Revival Songs,' January 2023): confirms 50-year legal battle; confirms Fogerty described the original deal as 'unending horrible legal slavery'; confirms Fogerty relinquished royalties to Zaentz in 1980 to escape the contract; confirms Zaentz funded

Oscar-winning films with CCR profits; confirms the 1989 failed repurchase; confirms 2023 acquisition. Primary source: official Fogerty statement and Variety reporting with Billboard confirmation.

WITNESS Two: LedgerNote ('John Fogerty Got Sued For Sounding Like Himself'): confirms the annual lawsuit requirement post-1980 — Fogerty's direct quote: 'Basically, to get paid I had to sue them, that was their stance.' Also confirms the self-plagiarism lawsuit structure, the two-week trial, Fogerty's guitar demonstration in court, and the jury's two-hour deliberation finding for Fogerty. Corroborated by Mental Floss and American Songwriter independent documentation of the same trial.

WITNESS Three: Far Out Magazine ('John Fogerty labels former record contract "legal slavery",' 2023): confirms Fogerty's direct characterization of the Fantasy contract as 'unending horrible legal slavery' in a 2023 Telegraph interview; confirms the refusal to perform CCR songs live during the dispute; confirms Concord's reinstatement of royalties in 2004; confirms the 2023 catalog acquisition. Independently corroborated by Ultimate Classic Rock and The Yucatan Times.

SECTION FOUR — THE COVENANT ANALYSIS

The Torah Charges — Applied to John Fogerty

Charge One: The Stumbling Block Before the Blind — Vayikra 19:14

"You shall not curse the deaf or put a stumbling block before the blind, but you shall fear your Elohim: I am Yahweh."

— Vayikra (Leviticus) 19:14

Fogerty and his bandmates signed the original Fantasy Records contract as teenagers without independent legal counsel, without understanding that they were surrendering all ownership of recordings and publishing. They did not know what exclusive publishing rights meant for the songs they were about to write. The stumbling block was not visible to them. **Saul Zaentz, who had purchased a record label and understood its legal structures, presented contracts to teenagers who did not.** The Torah names this regardless of the era, the genre, or the commercial success that followed. ***I am Yahweh.*** The witnessing is permanent.

Charge Two: Annual Wages Withheld, Requiring Annual Litigation — Vayikra 19:13

"You shall not oppress your neighbor or rob him. The wages of a hired worker shall not remain with you all night until the morning."

— Vayikra (Leviticus) 19:13

From 1980 onward, Fantasy Records held Fogerty's songwriter royalties and required him to file annual lawsuits to receive them. The wages did not merely remain until morning. They remained until a lawsuit compelled their release. **A system that requires annual litigation as the condition of receiving contractually obligated**

wages is a system that has permanently violated Vayikra 19:13. Every year from 1980 until the Concord acquisition in 2004 reinstated his royalties represents a separate year of this violation. The Torah's standard is that wages are paid at the appointed time, not extracted through annual judicial combat.

Charge Three: False Dealing — Vayikra 19:11

"You shall not steal; you shall not deal falsely; you shall not lie to one another."

— Vayikra (Leviticus) 19:11

Zaentz sued Fogerty for plagiarizing himself. This was not an honest legal claim. Fogerty wrote both songs. The covenant prohibition on false dealing applies to every legal filing in the self-plagiarism case. A lawsuit that claims one man copied himself is a legal instrument of oppression, not a covenant-acceptable dispute over intellectual property. **The use of a legal system to bring false claims against an artist for the purpose of draining his financial resources and suppressing his creative output is, in the Torah's framework, a stumbling block, a false weight, and a false dealing simultaneously.** All three charges apply to Fogerty v. Fantasy and to the defamation suit that preceded it.

Charge Four: The Muzzled Ox — Devarim 25:4

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

— Devarim (Deuteronomy) 25:4

For years, John Fogerty refused to perform ***Proud Mary, Fortunate Son, Bad Moon Rising***, and the entire CCR catalog. Not because he lacked the voice. Not because the songs were forgotten. Because every performance enriched Saul Zaentz. **The muzzled ox in this report is an ox who chose his own muzzle rather than allow the one who had stolen the grain to continue profiting from the threshing.** The silence was the only available form of covenant protest. Fogerty chose it. The Torah honors the choice while indicting the system that made it necessary.

SECTION FIVE — THE LIVING WITNESS: KEPHA ARCEMONT, 2026

A Blues Guitarist Reads the Record

Fortunate Son. One of the most recognizable opening guitar riffs in American rock history. *"Some folks are born made to wave the flag — ooh, that red white and blue."* Written in 1969 about the sons of privilege who did not go to Vietnam while the sons of the working class did. John Fogerty's father's generation. His own generation. A covenant song about justice and class and who bears the weight of a nation's military decisions. Fantasy Records owned it. Zaentz collected the publishing. Fogerty could not perform it for years without enriching the man who had taken it from him.

◆ *I am a blues-rock guitarist and vocalist performing under the names The Kepha Arcemont Experiment and Peace of Blues. My tradition runs through the same American roots music that produced CCR. I understand what it means to carry a sound that is specifically and irreversibly yours. Fogerty's swamp rock sound — built in El Cerrito, not the bayou — is a covenant gift: a man given a sound that transcended his geography. And Saul Zaentz used a contract to capture it for 50 years. He funded Oscar-winning films with it. He doubled the repurchase price at the last minute. He sued Fogerty for being John Fogerty. The Torah calls all of it by name.*

He was 77 when he got his songs back. **As of this January, I own my own songs again.** A man should not have to wait until he is 77 to own what he wrote at 22. **Fifty years is not a legal resolution. It is a covenant indictment of the system that made fifty years necessary.**

Fogerty said: *"I'm the dad of these songs. I created them. They never should have been taken away in the first place. And that hijacking left such a massive hole in me."* **The hijacking.** His word. The Torah's word for the same thing is **gazel** — **Vayikra 19:13: lo tignov velo t'kashru velo tishak'ru b'amitechem** — do not steal, do not deal falsely, do not lie to one another. Fogerty called it a hijacking. The Torah calls it by the same name. The wound is the same wound.

SECTION SIX — THE COVENANT VERDICT

Yahweh's Record on John Fogerty

COVENANT CHARGE ONE: John Fogerty signed Fantasy Records contracts as a teenager without independent legal counsel, surrendering all ownership of recordings and all publishing rights without understanding the implications. Vayikra 19:14 — stumbling block before the blind. He described what followed as 'unending horrible legal slavery.' The judgment is entered for every year from 1964 to 2023.

COVENANT CHARGE TWO: From 1980 onward, Fantasy Records required Fogerty to file annual lawsuits to receive songwriter royalties it was contractually obligated to pay. Vayikra 19:13 — wages withheld from the hired worker, requiring annual litigation to extract. The judgment is entered for every year of annual judicial extraction.

COVENANT CHARGE THREE: Zaentz sued Fogerty for plagiarizing himself — a false legal claim brought to drain resources and suppress the artist's creative output. Vayikra 19:11 — false dealing. Devarim 25:4 — Fogerty refused to perform his own songs for years rather than allow Zaentz to

profit from the threshing. The muzzled ox chose his own silence. The indictment is entered against the system that forced the choice.

COVENANT ACKNOWLEDGMENT: John Fogerty recovered his catalog in January 2023 at age 77, after 50 years. He said: 'As of this January, I own my own songs again. This is something I thought would never be a possibility.' The covenant records the 50-year recovery. Zaentz funded three Oscar-winning films with the profits from what Fogerty wrote. The accounting is in the permanent record.

"The prudent sees danger and hides himself, but the simple go on and suffer for it."

— Mishlei (Proverbs) 22:3

The prudent sees danger. Fogerty eventually saw it — clearly enough to refuse to perform his own songs, to write **Zanz Kant Danz**, to litigate annually, to pursue the catalog recovery until he was 77. **The system that required all of that prudence to survive is the system this report indicts.** The songs exist. They are beautiful and enduring. **Proud Mary** is still rolling. **Fortunate Son** is still singing the covenant indictment of privilege it was written to sing. The zamar cannot ultimately be captured. But the hijacking left a massive hole. The Torah sees the hole. **Selah.**

SERIES NOTES

Next in series: Report No. 19 — Studio Musicians: The Wrecking Crew, Hired Gun, and the Nameless Oxen. The workers behind every record in this series. Flat fees, no royalties, no credit, no tenure, disposable at will. Devarim 25:4 at its most direct application.

Selah.

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