



**ORIGINAL**

NOT FOR OFFICIAL PUBLICATION

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION II

BISHOP MALCOLM W. COBY, SR. )  
 PHD, on behalf of the Greater Gospel )  
 Kingdom Church of God in Christ, Inc. )  
 and ELDER HAMILTON B. WARE, )  
 formerly Pastor Emeritus, now )  
 Reactivated Pastor Greater Gospel )  
 Kingdom Church of God in Christ, Inc., )  
 )  
 Plaintiffs/Appellees, )  
 )  
 vs. )  
 )  
 RICKEY T.L. HUNT, SR., )  
 )  
 Defendant/Appellant. )

**FILED**  
**COURT OF CIVIL APPEALS**  
**STATE OF OKLAHOMA**

APR 29 2022

**JOHN D. HADDEN**  
**CLERK**

Case No. 119,531

APPEAL FROM THE DISTRICT COURT OF  
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE W. MIKE WARREN, TRIAL JUDGE

**VACATED AND REMANDED**

Aaron D. Johnson  
Brittini L. Jagers-Johnson  
JAGERS & JOHNSON  
ATTORNEYS AT LAW, PLLC  
Oklahoma City, Oklahoma

For Plaintiffs/Appellees

Kenyatta R. Bethea  
HOLLOWAY BETHEA & OTHERS, PLLC  
Oklahoma City, Oklahoma

For Defendant/Appellant

OPINION BY GREGORY C. BLACKWELL, JUDGE:

Appellant Rickey Hunt appeals a summary declaratory judgment of the district court holding that the Greater Gospel Kingdom Church of God in Christ

Rec'd (date)	4-29-22
Posted	<i>[Signature]</i>
Mailed	<i>[Signature]</i>
Distrib	<i>[Signature]</i>
Publish	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>

(Greater Gospel), rather than himself or his new church, Dominion and Glory International Ministries Inc. (Dominion and Glory), was the proper beneficiary of an insurance policy originally issued to Greater Gospel. On review we find the judgment was erroneously entered because Dominion and Glory was an indispensable party to the action, but they had not yet been added as a party.

### **BACKGROUND**

This appeal results from contentious litigation regarding the disposition of the proceeds of an insurance policy. The general background is as follows: Plaintiff Ware served as pastor of the Greater Gospel congregation until the end of 2014, when defendant Hunt took over the position. In 2017, while Hunt was serving as pastor, the roof of the church building collapsed. The building was insured by GuideOne insurance company. GuideOne eventually paid some \$843,242 on account of this (total) loss. After the roof collapse, Pastor Hunt and a majority of the congregation split with Greater Gospel, purportedly over doctrinal differences, becoming "Dominion and Glory International Ministries Inc." and Elder Ware again became pastor of what remained of the Greater Gospel congregation. Pastor Hunt and/or Dominion and Glory allegedly retained the insurance funds.

In February 2019, Bishop Coby and Elder Ware, acting on behalf of Greater Gospel, filed a petition seeking a restraining order and declaratory judgment against Rickey Hunt requesting the court to enjoin Pastor Hunt from disposing of the insurance proceeds, and declare that the insurance proceeds

were the property of Greater Gospel, an organization with which Pastor Hunt and his followers had no remaining connection.

Pastor Hunt replied with a motion to dismiss arguing that the insurance proceeds were “his personal property,”<sup>1</sup> that the doctrine of ecclesiastical abstention prevented the courts from hearing this dispute, and that Bishop Coby and Elder Ware had no standing to represent the Greater Gospel Church of God in Christ. This motion was denied. The motion for a temporary restraining order was also denied. A series of contentious discovery disputes followed, and several motions for summary judgment were filed and denied. The essential facts developed in these motions are as follows.

1. The GuideOne insurance policy in question was issued on *December 21, 2015*, to the “Greater Gospel Kingdom Church of God in Christ” as the named insured. There was no dispute as to the identity of the insured at that time.
2. On *April 18, 2017*, the roof of the church building, located at 3441 SW 24<sup>th</sup> Street in Oklahoma City, collapsed; at the time of the collapse, “Greater Gospel Kingdom Church of God in Christ” was still the insured.
3. On *May 16, 2017*, GuideOne issued a check to Greater Gospel in the amount of \$10,000.00. On *June 15, 2017*, GuideOne issued a check to Greater Gospel in the amount of \$689,259.50, and on *September 13,*

---

<sup>1</sup> This is inexplicable. Dominion and Glory is legally an incorporated not-for profit Oklahoma corporation, and Rickey Hunt is legally only a corporate officer. There is no support for the claim, except via his own bombastic pleadings, that Rickey Hunt *personally* was a beneficiary of the policy, or that he has *any right* to possess the funds except on behalf of the corporation.

2017, GuideOne issued a check to Greater Gospel in the Amount of \$143,950.65. All of these funds were allegedly retained by Pastor Hunt and/or Dominion and Glory International Ministries.

4. In the same month as the \$689,259.50 check was issued, the members of Greater Gospel voted by a majority to change the church's name to Dominion and Glory International Ministries.
5. In *February 2018*, Pastor Hunt signed a quitclaim deed of the church realty, purportedly acting on behalf of Greater Gospel, and transferring it to "Dominion and Glory International Ministries Inc."
6. On *May 16, 2018*, Pastor Hunt called a meeting to discuss the newly re-named Dominion and Glory congregation "dissembling," *i.e.*, dissociating, from the Church of God in Christ. After learning of this meeting, Bishop Coby removed Hunt as Pastor on the grounds that encouraging dissociation violated his oath as minister.
7. The Dominion and Glory congregation then split, with approximately eight members remaining and reverting to the prior name of Greater Gospel Kingdom Church of God in Christ, with Elder Ware as pastor, while approximately nineteen members left to join Mr. Hunt as pastor of a now independent Dominion and Glory International Ministries.

8. In *June 2019*, Pastor Hunt requested that GuideOne change the name of the insured on the policy from Greater Gospel Church of God in Christ to Dominion and Glory International Ministries Inc. GuideOne did so.<sup>2</sup>

On April 1, 2021, the district court granted Greater Gospel's third motion for summary judgment on the matter, despite it being little different from two previous motions that were denied. The judgment simply states that "Greater Gospel Church of God in Christ' is the named insured ...." Hunt appealed.

While the appeal was pending, Greater Gospel filed in the district court an *Ancillary Petition for Further Relief after Declaratory Judgment*<sup>3</sup> seeking a money judgment for damages and injunctive relief requiring Rickey Hunt to turn over the insurance proceeds and convey church real estate back to Greater Gospel. Hunt again argued that Dominion and Glory was a necessary party. This time, the court agreed and ordered that Dominion and Glory be added as a party within 20 days. Greater Gospel then filed an amended ancillary petition including Dominion and Glory as a party.<sup>4</sup> Litigation on the amended ancillary petition appears to continue below.

---

<sup>2</sup> Appellant has persistently stated that it is "undisputed" that Dominion and Glory International Ministries Inc. "is the named insured." The record is clear, however, that "Greater Gospel Kingdom Church of God in Christ" was the named insured *at the time of the loss*.

<sup>3</sup> While Oklahoma law general recognizes the concept of "ancillary proceedings," we find no statutory procedure specifically providing for an "ancillary petition" outside of probate proceedings pursuant to 58 O.S. § 339.

<sup>4</sup> Although these pleadings were filed with Hunt's September 30, 2021 motion filed in the Supreme Court seeking review of the same, we have reviewed those versions available on the district court's online docket in order to "inquire into and protect [our] jurisdiction," in an effort to ensure that the judgment under review was not interlocutory in nature. Oklahoma Supreme Court Rule 1.1(d).

## **STANDARD OF REVIEW**

In a “suit for declaratory and injunctive relief” the standard of review applicable to the ruling is whether it is clearly contrary to the weight of the evidence. *Merrill v. Oklahoma Tax Com'n*, 1992 OK 53, ¶ 7, 831 P.2d 634. Here, however, where the questions presented were decided under summary judgment proceedings, the standard of review is *de novo*. *Kirkpatrick v. Chrysler Corp.*, 1996 OK 136, ¶ 2, 920 P.2d 122.

## **ANALYSIS**

We first note that the question here is a secular question of law. The United States Supreme Court has recognized that a state has a legitimate interest in resolving property disputes in its civil courts and may do so even when incidental ecclesiastical matters are present, so long as the matter can be resolved without the court becoming entangled in religious disputes. *Jones v. Wolf*, 443 U.S. 595, 602, 99 S. Ct. 3020 (1979); *Serbian E. Orthodox Diocese for U. S. of Am. & Canada v. Milivojevich*, 426 U.S. 696, 709, 96 S. Ct. 2372 (1976).

The question here is not one of who is properly a member of any church, or one of an ecclesiastical or doctrinal dispute. There is only one central issue of law here. The original Greater Gospel congregation was the insured at the time of the loss (and possibly any parent body of which it was a member, as a third-party beneficiary). The material issue is *which* successor group derived from the original Greater Gospel congregation is entitled to the insurance proceeds? Is it the *current* Greater Gospel, an associate of the Church of God in Christ led by

Hamilton Ware, or the *current* Dominion and Glory, as an independent congregation led by Rickey Hunt?

Despite this relatively clear question, the litigation appears to have proceeded on somewhat tangential lines with an indispensable party—namely Dominion and Glory—missing entirely. Dominion and Glory was legally an incorporated not-for-profit Oklahoma corporation at the time litigation commenced, and Rickey Hunt is the “incorporator” and service agent of that corporation. Hunt was therefore only a corporate officer of that organization for the purpose of its non-ecclesiastical business activities. *Suit against Rickey Hunt was not suit against Dominion and Glory during the period of litigation under review.*<sup>5</sup> The parties at the time of the appealed summary judgment were Greater Gospel and Rickey Hunt.

Hunt also contributed to this incorrect alignment of parties by his answer, claiming the insurance proceeds were “his property” (as opposed to the property of Dominion and Glory) and that the Plaintiffs were trying to “steal” from him personally. He also frequently advocated for the rights of Dominion and Glory as if it were a party and he was acting as its representative, while simultaneously arguing that Dominion and Glory was not represented and not a party. As a

---

<sup>5</sup> We take judicial notice of the subsequent pleadings in the district court alleging that Dominion and Glory International Ministries Inc. was dissolved in May 2019, possibly leading to a belief that Rickey Hunt now personally “owned” the funds. However, pursuant to 18 O.S. § 1099, “[w]ith respect to any action, suit, or proceeding begun by or against the corporation either prior to or within three (3) years after the date of its expiration or dissolution, the action shall not abate by reason of the expiration or dissolution of the corporation.” The corporation, solely for the purpose of the suit, continues in existence beyond the three-year period until “any judgments, orders or decrees therein are fully executed.” Hence, Dominion and Glory still appears to be the proper party.

result, the litigants appear to have expended substantial time, effort, and money to no particular avail, because a necessary party was clearly absent.

#### *THE SUMMARY JUDGMENT*

Although the court's order is clear that "Greater Gospel Church of God in Christ" is the *named insured*, the order says little more, beyond that "Plaintiff's Motion for Summary Judgment is SUSTAINED." Turning to the motion the court sustained for more information, the motion argues that the current Greater Gospel congregation, as an associate of the Church of God in Christ, and led by Hamilton Ware, is the proper beneficiary. Therefore, the summary judgment holds that Greater Gospel, not Dominion and Glory, is entitled to the insurance proceeds.

However, Dominion and Glory was not a party to this suit at the time of the declaratory judgment. Pursuant to 12 O.S.2011, § 1653: "When a declaratory relief is sought, all persons *shall* be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding." (emphasis added). As a common tenet of statutory construction, "[t]he use of 'shall' by the Legislature is normally considered as a legislative mandate equivalent to the term 'must', requiring interpretation as a command." *Oglesby v. Liberty Mut. Ins. Co.*, 1992 OK 61, ¶ 19, 832 P.2d 834.

The courts have tempered this rule in relation to § 1653 in situations where the number of potentially interested parties renders joinder impractical. In *Reed v. City of Bartlesville*, this Court observed: "In spite of the word 'shall'



the joinder requirement [in section 1653] is not mandatory in the sense that all parties who might be affected by a declaration must be joined but only those necessarily and directly affected thereby.” 1973 OK CIV APP 2, ¶ 11, 510 P.2d 1013. Therefore, in *Reed*, the Court held it was not necessary to join *all* property owners affected by a zoning ordinance in a declaratory action challenging the legality of the ordinance, just as it was not necessary to join all parties possibly affected by a statute when challenging it.

We find this exception inapplicable, however. We see no practical difficulty in joining Dominion and Glory, and indeed, as noted above, *they have already been joined and are engaged in litigation on the ancillary petition*. The declaratory judgment was made in violation of 12 O.S. § 1653. That judgment is therefore vacated, and the matter is remanded for further proceedings.<sup>6</sup>

WISEMAN, P.J., and RAPP, J., concur.

April 29, 2022

---

<sup>6</sup> Two post-appeal motions were filed and deferred by the Supreme Court: (1) Greater Gospel’s April 28, 2021, motion seeking to strike documents from the record; and (2) Hunt’s September 30, 2021, motion seeking review of a subsequent ruling of the district court. Both motions are denied.