



# ORIGINAL

NOT FOR OFFICIAL PUBLICATION  
See Okla.Sup.Ct.R. 1.200 before citing.

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION IV

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. and )  
DOMINION & GLORY INTERNATIONAL )  
MINISTRIES, INC., )

Defendants/Appellants. )

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

FEB 26 2025

JOHN D. HADDEN  
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Case No. 122,102

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APPEAL FROM THE DISTRICT COURT OF  
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE SHEILA STINSON, DISTRICT JUDGE

**AFFIRMED**

Dan L. Holloway  
Kenyatta R. Bethea  
Chanda R. Graham  
HOLLOWAY BETHEA & OTHERS, PLLC  
Oklahoma City, Oklahoma

For Defendants/Appellants

OPINION BY GREGORY C. BLACKWELL, JUDGE:

Pastor Rickey T.L. Hunt, Sr., and Dominion & Glory International Ministries, Inc., appeal the summary judgment of the district court determining that the insurance proceeds resulting from a church roof collapse are the

property of the Greater Gospel Kingdom Church of God in Christ, Inc., an affiliate of the assembly of the Church of God in Christ (sometimes “COGIC” or “the assembly”) and not Dominion & Glory. On review, we affirm the decision of the district court.

### **BACKGROUND**

The matter was previously before this Court in Case No. 119,531. As the underlying history has not changed, we will borrow significantly here from our prior opinion.

This appeal results from contentious litigation regarding the disposition of the proceeds of an insurance policy. Plaintiff Ware served as pastor of the Greater Gospel Church of God in Christ 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 & Glory International Ministries Inc.” and Elder Ware again became pastor of what remained of the Greater Gospel congregation. Pastor Hunt and/or Dominion & Glory retained the \$843,242 in insurance payments, arguing that Dominion & Glory was the successor to Greater Gospel, the insured that had suffered the loss.

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 Pastor Ricky Hunt. The petition requested that the court 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;” 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. On April 1, 2021, the district court granted Greater Gospel’s third motion for summary judgment on the matter, finding that “Greater Gospel Church of God in Christ’ is the named insured ...” Pastor Hunt appealed this decision in Case No. 119,531.

Our opinion in that case first noted that the question there was not ecclesiastical or doctrinal, but only one central issue of secular law. The original Greater Gospel congregation was the insured at the time of the loss. The material issue was *which* group derived from the original Greater Gospel congregation was entitled to the insurance proceeds? Was it the remnant Greater Gospel, an associate of the Church of God in Christ led by Elder Ware, or Dominion & Glory, an independent congregation led by Pastor Hunt? We found that, despite this relatively clear question, this litigation had proceeded on somewhat tangential lines with an indispensable party—Dominion & Glory—missing entirely from the

summary judgment.<sup>1</sup> We noted that, pursuant to 12 O.S. § 1653, “[w]hen 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.” As Dominion & Glory, a corporation, and not Pastor Hunt as an individual, was the potential insured, it was a necessary party to any declaration regarding the actual insurance beneficiary. We therefore vacated the judgment that the Greater Gospel Church of God in Christ was the named insured for lack of a necessary party and returned the matter to the district court in April 2022.

In March 2024, with Dominion & Glory now added as a party, the district court considered the matter anew, and again found on summary judgment that the current Greater Gospel Church of God in Christ was the owner of the property at the time of the loss and was the owner of the assets of the prior Greater Gospel, including the insurance proceeds. Pastor Hunt and Dominion & Glory now appeal this decision.

#### **STANDARD OF REVIEW**

The appellate standard of review of summary judgment is *de novo*. *Boyle v. ASAP Energy, Inc.*, 2017 OK 82, ¶ 7, 408 P.3d 183, 187. On appeal, this Court

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<sup>1</sup> We noted in Case No. 119,531 that why Hunt was sued personally, while Dominion & Glory was not, was not clear from the record. 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 & Glory) and that the plaintiffs were trying to “steal” from him personally. He also frequently advocated for the rights of Dominion & Glory as if it were a party, and he was acting as its representative, while simultaneously arguing that Dominion & Glory was not represented, and not a party. We noted: “As a result, the litigants appear to have expended substantial time, effort, and money to no particular avail, because a necessary party was clearly absent.”

assumes plenary and non-deferential authority to reexamine a district court's legal rulings. *John v. St. Francis Hospital, Inc.*, 2017 OK 81, ¶ 8, 405 P.3d 681, 685. Summary judgment will be affirmed only if the Court determines that there is no dispute as to any material fact and that the moving party is entitled to judgment as a matter of law. *Lowery v. Echostar Satellite Corp.*, 2007 OK 38, ¶ 11, 160 P.3d 959, 963-64. All inferences and conclusions to be drawn from the materials must be viewed in a light most favorable to the nonmoving party. *Tiger v. Verdigris Valley Electric Coop.*, 2016 OK 74, ¶ 13, 410 P.3d 1007, 1011.

### **ANALYSIS**

Dominion & Glory alleged twenty-three disputed material facts that it claims should have prevented summary judgment on Greater Gospel's request for declaratory judgment that it was the rightful beneficiary of the insurance policy in question.<sup>2</sup> Some of these allegations are duplicative, and some are not material. We will address them as they become relevant to the discussion.

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<sup>2</sup> They are: (1) whether the trial court erred in ruling in favor of Appellees' Motion for Summary Judgment; (2) whether there is a question of fact regarding which successor group derived from the original Greater Gospel congregation; (3) whether there is a question of fact regarding who is entitled to the insurance proceeds; (4) whether Dominion & Glory is the same entity as Greater Gospel; (5) whether Dominion & Glory is the only "Named Insured" on policy no. 435-749; (6) whether Greater Gospel simply changed its name to Dominion & Glory on September 10, 2017; (7) whether the minutes from September 10, 2017, meeting reveal the members of the church decided to change the name by a vote of 26 to 1; (8) whether the name change occurred prior to Dominion & Glory's decision to dissociate with COGIC; (9) whether at the meeting to disassociate from COGIC, 31 members voted to dissociate and five members voted to not disassociate from COGIC; (10) whether Appellees' attempt to try and persuade the trial court that Dominion & Glory is a new entity is inaccurate; (11) whether it is undisputed that Greater Gospel did not receive a membership certificate in COGIC until November 20, 2018; (12) whether Dominion & Glory is the same entity as the original Greater Gospel which was incorporated in 1983; (13) whether Dominion & Glory has an insurable interest in maintaining a claim herein; (14) whether Appellees are strangers to the insurance policy at issue; (15) whether Oklahoma City Greater

The court first found that Greater Gospel was the insured on the date of the collapse—April 18, 2017. We find this to be undisputed.<sup>3</sup> The entire argument is, and appears to have always been, *which current entity*—the remnant Greater Gospel, or the separated Dominion & Glory—has a current right to these proceeds. The court’s order provides no analysis of this central issue, stating only that the “requested relief” is granted. The “requested relief” in Plaintiffs’ fourth motion for summary judgment was a ruling that

[a]ny and all property and assets belonging to Greater Gospel Kingdom, COGIC, wherever they may be held at this time and in whatever form they may have been converted, still are, and must be determined to be the sole property and possession of Greater Gospel Kingdom COGIC, to its remaining congregants ... should be and must be the sole and only owners of the assets and property acquired at any time on behalf of the local church formerly known as greater gospel Kingdom Church of God in Christ incorporated and to any of its predecessors, since 1950.

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Gospel Kingdom Church of God in Christ was a separate legal entity incorporated under the laws of the State of Oklahoma and registered with the Oklahoma Secretary of State prior to changing its name to Dominion & Glory Ministries International, Inc.; (16) whether the Church of God in Christ is a hybrid, episcopal, congregational structure; (17) whether COGIC’s “Black Book” controls the way the denomination operates; (18) whether COGIC’s “Black Book” dictates that a church does not become a member of the denomination until it receives a membership certificate; (19) whether Greater Gospel Kingdom Church of God in Christ did not become a member of the Church of God in Christ until November 20, 2018; (20) whether Greater Gospel did not receive a membership certificate until November 20, 2018; (21) whether the new “Greater Gospel” did not become a member of COGIC until November 20, 2018; (22) whether the property in question, located at 3441 SW 25th Street, Oklahoma City, OK 73108, is titled to Dominion & Glory; and (23) whether Appellees timely filed suit against Dominion & Glory.

<sup>3</sup> Appellants raised an argument that Dominion & Glory is the “named insured.” However, it is entirely clear from the record that Dominion & Glory did not exist at the time of the loss. As our prior opinion stated, it was not until June 2019, over two years after the collapse, that Pastor Hunt requested GuideOne to change the name of the insured on the policy from Greater Gospel Church of God in Christ to Dominion & Glory International Ministries Inc. The central question, as we stated in our prior opinion, is which current entity—the current COGIC associated Greater Gospel, or the separated Dominion & Glory—now has a right to the proceeds resulting from the 2017 loss.

Hence, we must interpret the court's order as holding that the current Greater Gospel, associated with the Church of God in Christ, and not the current unassociated Dominion & Glory, owns the insurance proceeds resulting from the 2017 building collapse.

To place the court's order in the proper context, we will recap the initial facts here. The Church of God in Christ is a national, not-for-profit religious corporation that acts as a governing body and general assembly for various individual member churches. In November 2016, the roof of the Greater Gospel Church of God in Christ building was replaced. This evidently led to or exacerbated a roof truss failure. On April 18, 2017, while the matter was under investigation, the roof collapsed. Fortunately, no one was present and there were no injuries. In May 2017, the insurer made an interim payment of \$10,000 to Greater Gospel and, on June 15, 2017, made a further payment of \$689,291 on account of the loss. On September 10, 2017, the Greater Gospel congregation evidently changed its name to Dominion & Glory.<sup>4</sup> On September 13, 2017, the insurer made a final payment of \$143,000. It was not until May 6, 2018, well after these payments were made, that a majority of members of the Greater Gospel congregation, purportedly renamed as Dominion & Glory, voted at the urging of Pastor Hunt to "dissociate" from the general assembly of the Church of God in Christ and became an independent congregation. Bishop Coby then announced that he was removing Pastor Hunt because promoting a secession

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<sup>4</sup> There is dispute as to whether this change was properly made by a formal procedural vote.

from the COGIC was contrary to church doctrine and Hunt's responsibilities as a minister. The result was that some thirty members left with Pastor Hunt as the congregation of Dominion & Glory, while approximately eight members remained and reverted to the prior name of Greater Gospel with their prior pastor, Hamilton B. Ware, at their head.<sup>5</sup>

The central theories of the parties are these. The appellants argue that the original Greater Gospel Kingdom Church of God in Christ was always an independent church. Any apparent association with the greater general assembly, the Church of God in Christ, was voluntary, and Greater Gospel was never subject to the rules or control of the general assembly. After the roof collapse, members of Greater Gospel voted to change the church name to Dominion & Glory and a majority of the members later voted to halt the voluntary association with the COGIC. This left Dominion & Glory a fully independent church in legal possession of all assets of the former Greater Gospel, including the insurance proceeds. In the view of the appellants, the eight members who chose to remain as Greater Gospel, associated with the COGIC, had left the seceding Dominion & Glory and had no right to any property of the church.

The appellees argue that the original Greater Gospel and its predecessor in name, the New Hope Church of God in Christ, were associated for up to seventy years with the general assembly of the COGIC, and subject to its rules

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<sup>5</sup> These numbers tend to vary slightly through five years of filings but represent the approximate ratio between members that left and members that remained. This group is sometimes referred to in the pleadings as the "remnant" congregation or the remnant Greater Glory and we adopt that convention here.



and supervision. These rules do not allow a simple majority of congregants to decide that a church will depart from association with the COGIC or take church property with them when they leave. The thirty members who departed to become a separate church had therefore left the church, and the eight remaining members constituted the remnant membership of Greater Gospel, which was, as it had always been, an associate of the COGIC with a legal right to its property, including the insurance proceeds.

The appellees' motion for summary judgment stated twenty-eight facts as undisputed, appellants' response disputed eighteen of these facts. The basis for these disputes was generally the same—that the Greater Gospel Church of God in Christ was not member of the Church of God in Christ, but an independent church not subject to the rules or control of the assembly. The appellants' central argument is that the Greater Gospel Church of God in Christ was never a bona-fide member of the assembly of the Church of God in Christ or subject to its authority.

The Official Manual, or "Black Book" of rules governing the relationship between local churches and the general assembly states that a local church cannot "have full status in the Church of God in Christ until it has been registered by its Jurisdictional Bishop in the office of the general secretary who shall then issue to the Jurisdictional Bishop a certificate of membership for the local church." Greater Gospel lacked the required registration certificate at the time of the roof collapse. No such certificate was actually issued until November 2018, when the eight remaining members of the congregation reverted to using

the name Greater Gospel and thirty members left as Dominion & Glory. These facts are undisputed. Hence, appellants argue, Greater Gospel was never a member of the COGIC, and never subject to its rules or authority.

The appellees countered with various affidavits explaining that the “Black Book” rules, including the certification requirement, only came into being circa 1973, long *after* Greater Gospel became a member of the COGIC. In 2020, the board of the COGIC issued a formal declaration noting that certificates of membership were not retroactively issued to existing members after the certification rule was passed, and that churches registered prior to 1973 are full members of the COGIC, regardless of the lack of a certificate. The board of the COGIC also declared that at that time Greater Gospel had been a member of the assembly in good standing before 1973 and remains so. We find no counter-evidence creating a question of fact on the certification issue and no valid argument that Greater Gospel was not part of the COGIC at the time of collapse purely because it did not have a certificate.

The facts additionally show that the Greater Gospel Church of God in Christ was not only a member of the COGIC, but also historically behaved in a manner consistent with being a member of the general assembly. In particular, Pastor Ricky Hunt was appointed to head the Greater Gospel congregation by Bishop Coby of the general assembly as jurisdictional bishop. COGIC rules are clear that local pastors are appointed by the jurisdictional bishop, who, in turn is appointed by the presiding bishop of the COGIC with approval of its board. After receiving the insurance proceeds, Pastor Hunt arranged a vote to remove

(or “dissociate”) the re-named Dominion & Glory from the general assembly, a move that would be entirely unnecessary if there was no association to begin with.

The only opposition to these and other facts evidencing membership of the COGIC body was a counter-affidavit by Pastor Hunt denying that Greater Gospel ever functioned as member of the COGIC. The immediate problem with this affidavit is that the history of Greater Gospel (which was originally named the “New Hope Church of God in Christ),” and its relationship with the COGIC, goes back to 1950. Hunt was pastor for only three to four years of a more than seventy-year history. Prior to this, he was a choir director for a short time, with no apparent management or administrative position. Pastor Hunt may only testify from his personal knowledge of church governance in the short period after his appointment, not to a seventy-year history. No counter-affidavit from any member of Dominion & Glory with a longer experience of church practice was provided. In short, we find no counter-evidence of any separation between the Greater Gospel Church of God in Christ and the assembly of the Churches of God in Christ *before* Hunt became pastor.

In total, the evidence leads only to the conclusion that Greater Gospel was officially part of the body of the COGIC and also behaved and was governed as if it were part of the body of the COGIC for many, many years. This appears to have been understood and accepted until the insurance proceeds from the building collapse became available. The “Black Book” of rules of the Church of God in Christ are clear that no property of an associated local church may be

transferred without COGIC permission. Although any individual member is obviously free to leave, no member church may sever its relationship without permission. As such, we find no error in the trial court's judgment that the insurance proceeds resulting from the roof collapse are the property of Greater Gospel and not Dominion & Glory.

**AFFIRMED.**

WISEMAN, P.J., and FISCHER, J., concur.

February 26, 2025