

THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

Jurisdiction of the Armed Forces and Chaplaincy,

*Plaintiff,*

v.

Anglican Church in North America,

*Defendant.*

Case No.: 2:25-cv-12848-RMG

**MOTION FOR TEMPORARY  
RESTRAINING ORDER OR, IN THE  
ALTERNATIVE, FOR  
PRELIMINARY INJUNCTION  
(Expedited Briefing and Hearing  
Requested)**

Plaintiff Jurisdiction of the Armed Forces and Chaplaincy (Plaintiff or JAFC), by and through its undersigned counsel, respectfully moves this Court, pursuant to Federal Rule of Civil Procedure 65, for a temporary restraining order (TRO) or, in the alternative, a preliminary injunction and for expedited briefing and a hearing against Defendant Anglican Church in North America (Defendant or ACNA).<sup>1</sup>

**INTRODUCTION**

This motion centers on ACNA's devastating appropriation of Plaintiff's protected marks and the usurpation of Plaintiff's identity. "Because of the ACNA's actions, Plaintiff is a mere shell of what it was just over two weeks ago. It is barely alive as an organization." Exhibit A, at ¶ 42 (Declaration of David Van Esselstyn).

In the 18 years since its founding, Plaintiff's bishop and staff have invested tens, if not hundreds, of thousands of hours in nurturing and developing Plaintiff's membership, contacts, reputation, and activities as an endorser of Anglican Chaplains. Plaintiff's membership grew from a single chaplain at its inception in 2007 to more than 300 chaplains, serving in hundreds of

<sup>1</sup> Under Local Civil Rule 7.04 (D.S.C.), "a supporting memorandum is not required" here.

deployments and in more than thirty Plaintiff-affiliated chapels, missions and parishes, as of September 21, 2025.

On September 21, 2025, ACNA attempted to take over Plaintiff's operations wholesale. *See* ECF No. 1-3. When its takeover failed, ACNA shifted to deprive Plaintiff of its member chaplains and its essential government contacts through deceptive means. ACNA's head, Archbishop Stephen D. Wood, sent misleading information about Plaintiff by email to all Anglican Chaplains endorsed by Plaintiff, and wrote to military and other government agencies that license Plaintiff to claim that Plaintiff had lost its ability to endorse chaplains. *See* ECF Nos. 1-6, 1-9, 1-10, & 1-11. ACNA also conducted a vigorous public relations campaign in the media and on its website designed to mislead Plaintiff's members and business contacts, and the general community, into believing that ACNA had succeeded to Plaintiff's role in overseeing Anglican Chaplains and providing them with chaplaincy endorsements. *See id.* ACNA made liberal use of Plaintiff's registered trademarks in its campaign of competitive misinformation, essentially usurping Plaintiff's identity in the public mind. *See id.* The extent of ACNA's actions is analyzed in detail below. Plaintiff sent a "cease and letter" to ACNA on September 23, 2025. ECF No. 1-5. ACNA utterly ignored this letter and continues its campaign to destroy Plaintiff using Plaintiff's own registered names and marks.

In a mere fourteen days, ACNA has caused devastating harm to Plaintiff, both in terms of financial as well as reputational damages. ACNA's campaign is continuing to wreak harm upon Plaintiff's membership, income, activities, and reputation. ACNA has infiltrated virtually all the networks and goodwill that Plaintiff has painstakingly cultivated over almost two decades, methodically spreading false information to cast doubt on Plaintiff's capacity to serve as the ecclesiastical endorsing organization of Anglican Chaplains. ACNA shows no signs of halting its

deluge of attacks against Plaintiff—despite the law being clearly in Plaintiff’s favor. Each day that passes presents a new threat to Plaintiff and steadily depletes Plaintiff’s ability to function as an organization. In response to Plaintiff asserting its legal rights, ACNA scheduled a Zoom call with all chaplains and their families for October 8, 2025. Plaintiff fears that based on the prior actions of ACNA, this conference will be the final deathblow that ACNA aims to deliver.

Plaintiff cannot survive without injunctive relief from the Court. Under Rule 65 of the Federal Rules of Civil Procedure and 15 U.S.C. § 1116 (enforcement of rights against trademark infringement and unfair competition), Plaintiff seeks injunctive relief restraining ACNA:

- a. from using Plaintiff’s Service Mark “Jurisdiction of the Armed Forces and Chaplaincy,” Plaintiff’s original corporate name “Special Jurisdiction of the Armed Forces and Chaplaincy,” Plaintiff’s Trademark “Anglican Chaplains,” Plaintiff’s Trademarked Logo, and the unique title of Plaintiff’s head, the “Bishop of the Armed Forces and Chaplaincy”;
- b. from representing that Bishop Jones is no longer the “Bishop of the Armed Forces and Chaplaincy” or that ACNA has replaced him in that position;
- c. from representing that Plaintiff lacks the capacity to endorse Anglican Chaplains who originate from ACNA or any other Anglican diocese or province;
- d. from slandering Plaintiff or Bishop Jones in private or public; and
- e. from threatening or recruiting any chaplains, mission, chapels or parishes that are in or under Plaintiff’s jurisdiction.

### **BACKGROUND**

In the mid to late 2000s, conservative members and clergy began to flee The Episcopal Church over doctrinal and cultural disagreements. These former Episcopalians sought refuge

under the bishops of the more conservative Church of Nigeria (CoN) and other Anglican groups including the Convocation of Anglicans in North America (CANA).<sup>2</sup> In 2007, CANA established the Deanery for the Armed Forces and Chaplaincy (DAFC) to serve Anglican members of the Armed Forces and to provide an ecclesiastical home for chaplains no longer comfortable with the Episcopal Church. The DAFC was founded and led by Derek Jones. In 2009, the Armed Forces Chaplaincy Board of the U.S. Department of Defense (AFCB) recognized the DAFC as the only body competent to endorse Anglican military Chaplains—a recognition that Plaintiff still possesses under its current name, “Jurisdiction of the Armed Forces and Chaplaincy.”

In 2010, the CoN ordained Derek Jones as the “Bishop of the Armed Forces and Chaplaincy.” The deanery became an autonomous diocese and in 2016 it incorporated in Alabama under the name “Special Jurisdiction of the Armed Forces and Chaplaincy.” In 2024, its corporate name was changed to “Jurisdiction of the Armed Forces and Chaplaincy” (JAFC) which it has registered with Trademark Office (Plaintiff’s “Service Mark”) along with its distinctive logo (Plaintiff’s “Trademarked Logo”) and the term “Anglican Chaplains” (Plaintiff’s “Trademark”). Through its licenses from military and civilian government departments and agencies, JAFC endorses chaplains of other Anglican groups such as ACNA, the Church of Ghana, the Church of Kenya, the Reformed Episcopal Church (REC), and groups in the “Continuing Anglican” movement. The regulations pursuant to which JAFC was licensed to provide endorsements condition JAFC’s endorsement of clergy on their transfer into membership in JAFC. This is done with official “letters of dimission” from other Anglican ecclesiastical entities, including ACNA.

The churches of the North American Anglican tradition have had a history of joining

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<sup>2</sup> “Church of Nigeria, Anglican Church in North America Reach Agreement on CANA Dioceses” (last visited Oct. 6, 2025), <https://anglicanchurch.net/church-of-nigeria-anglican-church-in-north-america-reach-agreement-on-cana-dioceses/>.

together and breaking apart over doctrinal and leadership issues. Plaintiff engaged in negotiations to become a part of ACNA. Those negotiations were never finalized, however, and Plaintiff remains autonomous.

From 2014 until September 22, 2025, ACNA had permission from Plaintiff to use Plaintiff's former name, "Special Jurisdiction of the Armed Forces and Chaplaincy," to refer to Plaintiff's function as an endorser of chaplains for ACNA. In 2014, ACNA added a provision ("Canon 11") to its ecclesiastical canons that referred to the "Special Jurisdiction for the Armed Forces and Chaplaincy," as a way of validating a continued relationship with chaplains that ACNA had transferred to Plaintiff through letters dimissory. When Plaintiff ended its dual relationship with ACNA and CoN and became solely affiliated with the Church of Nigeria, but continued to accept chaplains from ACNA, those canons continued to refer to the Special Jurisdiction. Still later, when Plaintiff was negotiating a potential renewed relationship with ACNA between 2022 and 2024, the sticking point that prevented the negotiation from succeeding was ACNA's failure to amend its Canon 11 in ways that Plaintiff required.

ACNA has never had any actual operation in the nature of a "Special Jurisdiction of the Armed Forces and Chaplaincy." Until September 22, 2025, that phrase in ACNA's canons never signaled anything except ACNA's official recognition of its affiliation with Plaintiff in the provision of chaplains for military and civil service.

As of September 21, 2025, JAFC had 30 parishes, chapels and missions and over 300 chaplains. Of these chaplains approximately 70 were received from ACNA. The rest came from other Anglican groupings.

Plaintiff has been recognized as one of the great success stories of North American Anglicanism. As of September 21, 2025, Plaintiff's chaplains were shepherds to over tens, or

perhaps hundreds, of thousands of Anglican believers. Plaintiff's success led to a kind of poisonous jealousy on the part of Archbishop Wood and other ACNA leaders.

On September 21, 2025, Stephen Wood, the presiding bishop of ACNA, attempted to take over JAFC completely through a failed ecclesiastical coup. He purported to "inhibit" Bishop Jones—a form of discipline which, if it had been effective, would have suspended Bishop Jones from exercising his function for 60 days. The inhibition was designed to enable ACNA to usurp Plaintiff's chaplain-endorsement authority and take over control of Plaintiff's global network of parishes, missions, and chapels. Archbishop Wood also sent a letter to all JAFC chaplains, including the 70% of them who were not received from ACNA and have no connection to ACNA. He declared that his inhibition of Bishop Jones meant that ACNA had now transferred Plaintiff's power to endorse Anglican chaplains to ACNA's Vicar General. ECF No. 1-3.

Since Plaintiff is a self-governing not-for-profit corporation with its own board of directors, ACNA's purported inhibition of Bishop Jones could not have had any effect on Plaintiff's governance, nor did it purport to do so. Bishop Jones's status as a bishop could not be "inhibited" by Archbishop Wood, for ecclesiastical reasons that are not essential to this dispute. ACNA also lacked the authority to transfer Bishop Jones's endorsement authority to its (unnamed) Vicar General, because the endorsement function was assigned by government licenses to JAFC and its bishop (Jones).

JAFC responded with a letter on September 22, saying it wished to cut any affiliations it had with ACNA and that ACNA was not permitted to contact JAFC chaplains. ECF No. 1-4. At that point, ACNA moved to the next phase of its plans. Bishop Wood wrote to one of JAFC's most important government licensors, the Armed Forces Chaplaincy Board within the U.S. Department of Defense, stating that due to "Bishop Jones's withdrawal from ACNA" he no longer possessed

the authority to approve ACNA chaplains and that ACNA was “in the process of appointing a new Ecclesiastical Endorser.” ECF No. 1-6. Because of this, the AFCB briefly suspended Plaintiff’s endorser status on September 24, although this was later restored on September 26.

At this point, ACNA began to speak in the name of JAFC, using its trademarked logos, name, and terms. On September 23, Bishop Wood sent a letter, emblazoned with JAFC’s Trademarked Logo (including JAFC’s “Anglican Chaplains” trademark), stating that ACNA possessed control of the “Special Jurisdiction of the Armed Forces and Chaplaincy,” its (i.e., JAFC’s) chaplains, and chaplain approval powers. ECF No. 1-9. In further letters on September 25 and 26, ACNA reiterated its authority over JAFCs chaplains. ECF Nos. 1-9 & 1-10. ACNA told JAFC’s chaplains that it had deposed Bishop Jones and appointed Bishop Jay Cayangyang to replace him as “Bishop of the Armed Forces and Chaplaincy.” *Id.* At this same time, ACNA contacted JAFC chaplains ordained by ACNA and threatened to revoke their ordinations if they refused to disaffiliate from JAFC and align themselves with Bishop Cayangyang. ACNA has also disseminated its claims widely in the press, over the internet, and on its webpages, where JAFC’s Trademarked Logo has been prominently displayed as evidence of ACNA’s takeover of JAFC and its role. ECF Nos. 1-11, 1-12, 1-13, & 1-14.

Over the past two weeks, while JAFC and its bishop have reached out to ACNA to try to find a peaceful resolution to their dispute, ACNA’s withering outreach to chaplains and its media campaign to the wider world have decimated JAFC. Plaintiff estimates that it has already lost more than 100 chaplain members and twenty-five of its thirty affiliated chapels, missions, and parishes. *See* Exhibit A, at ¶ 35. Plaintiff estimates that its lost membership has cut its annual income down by at least half. *Id.* More than 20 percent of Plaintiff’s staff has already left, with a need to let more go as Plaintiff cuts its budget to meet income. Exhibit A, at ¶ 37. Bishop Jones’s

reputation, which he has built over the past two decades of careful leadership, and with it, JAFC's prominent place in the Anglican world, has been irreparably tarnished.

ACNA has sent out a notice to all of Plaintiff's chaplains inviting them to participate in a Zoom call scheduled for tomorrow, October 8, 2025, at 6:00 P.M., Eastern Time, *see* Exhibit B, in which ACNA undoubtedly intends to attempt to complete its recruitment of Plaintiff's members, chapels, missions and parishes, apparently before this Court can act on Plaintiff's preliminary relief. Plaintiff asks the Court to intervene swiftly to enjoin ACNA as requested in this motion to prevent immediate, irreparable harm to Plaintiff.

### **STANDARD**

"Rule 65 of the Federal Rules of Civil Procedure governs the issuances of injunctions and restraining orders." *MJJG Rest., LLC v. Horry Cnty., S.C.*, 11 F. Supp. 3d 541, 550 (D.S.C. 2014). For a court to issue a preliminary injunction or TRO, the plaintiff must establish (1) it is likely to succeed on the merits; (2) it is likely to suffer irreparable harm in the absence of injunctive relief; (3) the balance of equities tips in its favor; and (4) injunctive relief is in the public interest. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). All four elements must be established for a court to grant injunctive relief. *George Sink, P.A. Inj. Laws. v. George Sink II L. Firm LLC*, 407 F. Supp. 3d 539, 549 (D.S.C. 2019), *modified sub nom.*, No. 2:19-CV-01206-DCN, 2019 WL 6318778 (D.S.C. Nov. 26, 2019). The decision to grant or deny preliminary injunctive relief rests within the sound discretion of the district court. *Centro Tepeyac v. Montgomery Cnty.*, 722 F.3d 184, 188 (4th Cir. 2013).

Prohibitory injunctive relief "aim[s] to maintain the status quo and prevent irreparable harm while a lawsuit remains pending" and is more favorable than mandatory injunctive relief, which alters the status quo by requiring a party to do something different than it has done before.

*S.C. Progressive Network Educ. Fund v. Andino*, 493 F. Supp. 3d 460, 466 (D.S.C. 2020) (quoting *League of Women Voters of N.C. v. North Carolina*, 769 F.3d 224, 236 (4th Cir. 2014)).

### **ARGUMENT**

As examined below, Plaintiff clearly meets all four requisite elements to warrant a preliminary injunction under these circumstances. Plaintiff is “likely to succeed on the merits,” “likely to suffer irreparable harm in the absence of preliminary relief,” “the balance of equities tips in [its] favor, and [ ] an injunction is in the public interest.” *Di Biase v. SPX Corp.*, 872 F.3d 224, 230 (4th Cir. 2017) (quoting *Winter*, 555 U.S. at 20).

*I. Plaintiff is likely to succeed on the merits of its claims.*

This element requires the moving party to establish that they are *likely* to prevail on the merits of the underlying claim. It is well-settled that “a finding of a likelihood of success on the merits is not tantamount to [a] decision[ ] on the underlying merits, and courts should not improperly equate[ ] ‘likelihood of success’ with ‘success.’” *Prysmian Cables & Sys. USA, LLC v. Szymanski*, 573 F. Supp. 3d 1021, 1034 (D.S.C. 2021) (internal quotation marks omitted) (quoting *Univ. of Texas v. Camenisch*, 451 U.S. 390, 394 (1981)). Therefore, a plaintiff “need not show a certainty of success” for a court to find it satisfied this element for injunctive relief, but only make a clear showing that the plaintiff is likely to succeed. *S.C. Elec. & Gas Co. v. Randall*, 333 F. Supp. 3d 552, 564 (D.S.C. 2018).

Plaintiff has a valid, protectable trademark, and ACNA has engaged in unauthorized uses of Plaintiff’s mark that are likely to cause confusion among consumers. These two bases alone establish that Plaintiff is likely to succeed on the merits of its claims. *Meineke Car Care Ctrs., Inc. v. Bica*, No. 3:11-cv-369-FDW-DCK, (W.D.N.C. Oct. 12, 2011). It thus follows that the first element for injunctive relief is clearly met.

**A. ACNA'S ACTIONS CLEARLY INFRINGE UPON PLAINTIFF'S REGISTERED MARKS**

ACNA's blatant violation of Plaintiff's marks enables Plaintiff to meet with ease the four requirements inherent to a federal trademark infringement claim. Notably, "a plaintiff must prove '(1) that it owns a valid mark; (2) that the defendant used the mark 'in commerce' and without plaintiff's authorization; (3) that the defendant used the mark (or an imitation of it) 'in connection with the sale, offering for sale, distribution, or advertising' of goods or services; and (4) that the defendant's use of the mark is likely to confuse consumers.'" *Halal Shack, Inc. v. Legends Halal Shack, LLC*, 2020 U.S. Dist. LEXIS 19025; *see also Entrepreneur Media, Inc. v. JMD Entertainment Grp., LLC*, 958 F. Supp. 2d 588, 594 (D. Md. 2013) (same). Plaintiff fulfils all four requisite elements, as detailed below.

*i. Plaintiff owns valid marks.*

Plaintiff owns three validly registered trademarks, all of which ACNA has unmistakably violated. Registration of a trademark with the U.S. Patent and Trademark Office (USPTO) can serve as conclusive evidence of the validity of the mark. *See Glob. Inheritance, Inc. v. Glob. Inheritance, Inc.*, No. 1:22cv0353 (AJT/JFA), 2022 U.S. Dist. LEXIS 229589, at \*10 (E.D. Va. Sep. 30, 2022) (citing *Pizzeria Uno Corp v. Temple*, 747 F.2d 1522, 1529 (4th Cir. 1984)).

First, Plaintiff's name, "Jurisdiction of the Armed Forces and Chaplaincy" (the "Service Mark") is registered as a protected service mark with USPTO with the serial number 90265640. Second, Plaintiff registered "Anglican Chaplains" as a trademark with USPTO with the serial number 87202112. Third, Plaintiff's logo is registered as a trademark with USPTO with the serial number 87202220 (the "Trademarked Logo") (collectively, the "Marks").

It follows, therefore, that Plaintiff owns valid marks within the meaning of Section 32(1) of the Lanham Act.

ii. *ACNA used Plaintiff's valid marks "in commerce" without authorization.*

ACNA blatantly used Plaintiff's Marks in commerce on multiple occasions and through numerous channels and instrumentalities of commerce. *See* Exhibit A, at ¶¶ 19, 20, 23, 28–34.

The definition of commerce is broad and simply means “all commerce which may lawfully be regulated by Congress.” *Sink v. George Sink II Law Firm LLC*, 407 F. Supp. 3d 539, 553 (D.S.C. 2019), *modified on other grounds by George Sink PA Injury Lawyers v. George Sink II Law Firm LLC*, No. 2:19-cv-01206-DCN (D.S.C. Nov. 26, 2019). Plaintiff's power to endorse chaplains for service—the very service that ACNA is trying to usurp—exists as a result of government regulation setting forth the requirements for authorizing ecclesiastical endorsers. A mark is deemed to be used in commerce when it “is used or displayed in the sale or advertising of services and the services are rendered in commerce, or the services are rendered in more than one State or in the United States . . . and the person rendering the services is engaged in commerce in connection with the services.” *Id.* (quoting 15 U.S.C. § 1127). ACNA's use of Plaintiff's marks clearly fall under the definition of “commerce.”

As to the second prong of this factor, it is equally evident that Plaintiff did not authorize the use of its mark by ACNA after September 21, 2025. The “cease and desist” letter Plaintiff sent on September 23 to ACNA is an unequivocal manifestation of a lack of authorization. ECF No. 1-5; *see also Original Dells, Inc. v. Soul 1 Ent. Grp.*, No. 8:23-cv-00095-TDC, 2024 U.S. Dist. LEXIS 159356, at \*19 (D. Md. Sep. 5, 2024) (finding this factor satisfied when plaintiff sent cease and desist letters indicating defendants' use of the mark was unauthorized); *Living Legends Awards*, No. PX 16-3094, 2017 U.S. Dist. LEXIS 143006, at \*15–16 (D. Md. Sep. 5, 2017) (acknowledging plaintiff demanded defendants stop using mark, and the use was thus unauthorized).

- iii. *ACNA used Plaintiff's Marks in connection with the sale, offering for sale, distribution, or advertising of services.*

It is straightforward that, should the “use in commerce” element be fulfilled, so too would this element. *See Sink*, 407 F. Supp. 3d at 554. As established above, ACNA used Plaintiff’s Marks “in commerce” for the purpose of taking over Plaintiff’s endorsement services through which it has built up a 300-plus member chaplain corps over the past thirty years. *See Exhibit A*, at ¶ 5. It follows that this element is similarly fulfilled.

- iv. *ACNA's use of Plaintiff's Marks is likely to confuse consumers.*

ACNA’s use of Plaintiff’s Marks more than fulfills the fourth element of being “likely to confuse consumers.” Notably, a presumption of likelihood of confusion arises “where the intentional copying is motivated by an “intent to exploit the good will created by an already registered trademark.” *Shakespeare Co. v. Silstar Corp. of Am.*, 110 F.3d 234, 241 (4th Cir. 1997) (quoting *AMP, Inc. v. Foy*, 540 F.2d 1181, 1186 (4th Cir. 1976)).

A presumption of likelihood of confusion is appropriate in this case. ACNA clearly intended to exploit the good will associated with Plaintiff’s Marks. Indeed, ACNA deliberately associated itself with Plaintiff’s Marks while concurrently reaching out to government agencies and chaplains in an attempt to usurp Plaintiff’s role as the ecclesiastical endorsing organization of Anglican Chaplains. *See Exhibit A*, at ¶¶ 19, 21–25, 27–35. From ACNA’s intentions and actions, Plaintiff is entitled to a presumption of likelihood of confusion.

To further determine a finding of likelihood of confusion, courts in the Fourth Circuit consider nine factors. *Halal Shack, Inc.*, 2020 U.S. Dist. LEXIS 19025, at \*8; *see also Entrepreneur Media, Inc.*, 958 F. Supp. 2d at 594. These nine factors are:

- (1) the strength or distinctiveness of the plaintiff’s mark as actually used in the marketplace;
- (2) the similarity of the two marks to consumers;
- (3) the similarity of the goods or services that the marks

identify; (4) the similarity of the facilities used by the markholders; (5) the similarity of advertising used by the markholders; (6) the defendant's intent; (7) actual confusion; (8) the quality of the defendant's product; and (9) the sophistication of the consuming public.

*Entrepreneur Media*, 958 F.Supp.2d at 595 (citing *Rosetta Stone Ltd. v. Google, Inc.*, 676 F.3d 144, 153 (4th Cir. 2012)). These nine factors “are not always weighted equally, and not all factors are relevant in every case.” *Louis Vuitton Malletier S.A. v. Haute Diggity Dog, LLC*, 507 F.3d 252, 259–60 (4th Cir. 2007).

As to the second factor, ACNA's “marks” are blatantly similar to Plaintiff's marks. ACNA took Plaintiff's entire mark—“Jurisdiction of the Armed Forces and Chaplaincy”—and made it part of its own “mark”—“Special Jurisdiction of the Armed Forces and Chaplaincy.” Such near-total incorporation of the Plaintiff's mark into ACNA's “mark” illustrates the similarity of the two marks. *See Halal Shack, Inc.*, 2020 U.S. Dist. LEXIS 19025. This second factor in the nine-factor test of the Fourth Circuit is clearly fulfilled.

Further, the literally identical nature of Plaintiff's logo with the logo that ACNA used—as detailed above—is uncontestable. Indeed, intentionally copying someone else's mark causes a presumption of likelihood of confusion. *See Shakespeare Co.*, 110 F.3d at 241; *Osem Food Indus. v. Sherwood Foods, Inc.*, 917 F.2d 161, 165 (4th Cir. 1990).

Turning to the sixth factor, ACNA's intent to confuse the public provides strong evidence establishing likelihood of confusion too. As courts in the Fourth Circuit have held, intent to confuse the buying public is “strong evidence establishing likelihood of confusion.” *Mayson-Dixon Strategic Consulting, LLC v. Mason-Dixon Polling & Strategic Consulting, Inc.*, 324 F. Supp. 3d 569, 579 (D. Md. 2018); *see also Pizzeria Uno Corp.*, 747 F.2d at 1535. ACNA's intent to confuse the public is unmistakable. ACNA deliberately used the former name of Plaintiff when

it reached out to the chaplains that Plaintiff sponsors, purporting that it controlled Plaintiff as the “Special Jurisdiction of the Armed Forces and Chaplaincy.” This is evidently an attempt to confuse the public through usurping Plaintiff’s identity and role in the minds of Plaintiff’s customer base. ACNA shamelessly attempts to pass itself off as Plaintiff.

Finally, as to the seventh factor, Plaintiff has key evidence highlighting the actual confusion ACNA has caused. The best evidence of likelihood of confusion is actual confusion, which Plaintiff can provide. *See Colors+ v. Colors+ Counseling, LLC*, 782 F. Supp. 3d 579, 624 (N.D. Ohio 2025); *Daddy’s Junky Music Stores, Inc. v. Big Daddy’s Family Music Ctr.*, 109 F.3d 275, 284 (6th Cir. 1997). Courts have found this to be the “most important factor” in determining the likelihood of confusion in trademark infringement claims. *See Intercollegiate Women’s Lacrosse Coaches Ass’n (IWLCA) v. Corrigan Sports Enters.*, 694 F. Supp. 3d 625, 676 (M.D.N.C. 2023); *see also RXD Media, LLC v. IP Application Dev. LLC*, 986 F.3d 361, 373 (4th Cir. 2021); *George & Co., LLC v. Imagination Entm’t Ltd.*, 575 F.3d 383, 398 (4th Cir. 2009). Actual confusion can be demonstrated by both anecdotal and survey evidence. *Intercollegiate Women’s Lacrosse Coaches Ass’n (IWLCA)*, 694 F. Supp. 3d at 676; *see also RXD Media, LLC*, 986 F.3d at 373).

Plaintiff has key evidence of actual confusion. Importantly, ACNA successfully managed to confuse the AFCB such that the latter demoted Plaintiff to “pending status.” *See* ECF No. 1, at ¶ 54; *see also* ECF No. 1-7. Further, ACNA’s malicious public relations campaign steeped in its trademark infringements has induced at least one hundred chaplains (out of approximately 300) to cut ties with Plaintiff. *See* Exhibit A, at ¶ 36.

\* \* \*

Plaintiff can establish the four requirements necessary to show that ACNA has blatantly infringed on Plaintiff’s Marks and thus Plaintiff is likely to succeed on the merits of that claim.

## B. ACNA'S ACTIONS CONSTITUTE FALSE ADVERTISING

As with the Lanham Act, the analysis under 15 U.S.C. § 1125(a)(1)(A)–(B) is straightforward on these facts. ACNA's actions—pretending it provides Plaintiff's services—fit squarely into the five elements of a false advertising claim. *See AvePoint, Inc. v. Power Tools, Inc.*, 981 F. Supp. 2d 496 (W.D. Va. 2013); *see also PBM Prods., LLC v. Mead Johnson & Co.*, 639 F.3d 111, 120 (4th Cir. 2011).

First, ACNA has made false or misleading descriptions and representations of fact in a commercial advertisement about its own services and Plaintiff's services. ACNA's actions clearly fulfil this threshold element. Indeed, the statements ACNA made fabricating its role as provider of endorsement services are blatantly false on their face. *See Express Homebuyers United States v. Wbh Mktg.*, No. 1:17-cv-736, 2018 U.S. Dist. LEXIS 214039, at \*13 (E.D. Va. Aug. 29, 2018); *Design Res., Inc. v. Leather Indus. of Am.*, 789 F.3d 495, 501 (4th Cir. 2015). ACNA has never been the endorser of Anglican Chaplains. This endorsement power has been with the Plaintiff since it was founded and has never been transferred to ACNA. Exhibit A, at ¶¶ 4–8, 16–18.

In addition to being false, ACNA's statements also entail “commercial advertisement.” The Fourth Circuit defines “commercial advertising or promotion” as “commercial speech . . . for the purpose of influencing consumers to buy goods or services.” *De Simone v. VSL Pharms., Inc.*, 36 F.4th 518, 532 (4th Cir. 2022) (quoting *Handsome Brook Farm, LLC v. Humane Farm Animal Care, Inc.*, 700 F. App'x 251, 256 (4th Cir. 2017)). Notably, “[s]peech is more likely commercial when the declarant ‘hoped to realize an economic gain when disseminating its message.’” *Id.* ACNA, when it pretended to be the provider of the endorsement services that Plaintiff provides, clearly hoped to usurp this role and all the associated economic gains that are corollary to this role. ACNA's actions fit seamlessly into the requirements of this first element.

Second, ACNA's misrepresentations are material and likely to influence purchasing decisions. ACNA's misrepresentations go to the heart of *who* is the endorser of the service. Plaintiff has been a licensed endorser of Anglican Chaplains for 17 years, while ACNA has never had any such authority. In this role, Plaintiff represents to parties engaging the services of Anglican Chaplains, in a signed legal document, that chaplains fulfil their requirements under regulation, *e.g.*, 38 CFR § 17.655, and thus can perform their requisite duties. The various parties engaging the services of Anglican Chaplains do so because JAFC, not ACNA, is the endorsing organization.

Third, the misrepresentations actually deceived a substantial segment of ACNA's audience. ACNA's actions deliberately confused the AFCB such that the AFCB demoted Plaintiff to "pending status." *See* ECF No. 1, at ¶ 54; ECF No. 1-7. What is more, its malicious public relations campaign, steeped in its trademark infringements, induced at least one hundred chaplains (out of approximately 300) to cut ties with Plaintiff. Exhibit A, at ¶ 36. These actions show that ACNA's misrepresentations have actually deceived a substantial segment of ACNA's audience.

Fourth, ACNA placed its false and misleading statements in interstate commerce. The manner in which ACNA disseminated its false and misleading statements is varied and implicates a whole host of interstate instrumentalities. ACNA has relied predominantly on the internet, *see, e.g.*, Exhibit A, at ¶¶ 28–34, which is an "instrumentality of interstate commerce." *Concordia Pharms., Inc. v. Method Pharms., LLC*, No. 3:14-CV-00016, 2016 U.S. Dist. LEXIS 41904, at \*33 (W.D. Va. Mar. 29, 2016) (quoting *Verisign, Inc. v. XYZ.com, LLC*, No. 1:14-CV-01749, 2015 U.S. Dist. LEXIS 157471, at \*12 (E.D. Va. Nov. 20, 2015)); *see also AvePoint, Inc. v. Power Tools, Inc.*, 981 F. Supp. 2d 496, 512 (W.D. Va. 2013). It follows that this element is met.

Fifth, Plaintiff has been injured as a result of the misrepresentation. Plaintiff incurred clear injuries to both its reputation and sales. These injuries flow directly "from the deception wrought

by the defendant’s advertising” and “occurred when deception of consumers causes them to withhold trade from the plaintiff.” *Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118, 133 (2014); *see also Geiger v. Abarca Family Inc.*, No. 3:21cv771 (DJN-EWH), 2022 U.S. Dist. LEXIS 167087, at \*24 (E.D. Va. July 29, 2022) (same).

As of September 21, 2025, Plaintiff benefited from annual income, mainly from the gifts and tithes of its membership, of approximately \$1,200,000. ECF No. 1, at ¶ 37. But ACNA’s misrepresentations and use of Plaintiff’s marks have induced approximately half of Plaintiff’s chaplains to end their affiliation with Plaintiff. Exhibit A, at ¶¶ 35–36. The reduction in chaplains is expected to result in a reduction in income of at least \$600,000 per year for Plaintiff.

Even more devastating, Plaintiff’s reputation has been irrevocably damaged by ACNA’s actions. Plaintiff relies on chaplains to be a “walking advertisement” of the ministry, leading to the recruitment of new chaplains and donors. ECF No. 1, at ¶ 179. The reduction in number of chaplains has resulted in an immeasurable impact upon Plaintiff’s reputation, as has ACNA’s relentless vilification of Plaintiff in the media and online. Exhibit A, at ¶¶ 38–39.

Beyond the impact on Plaintiff’s reputation in relation to its chaplains, the effect of ACNA’s catastrophic actions is further magnified when placed in the context of how Plaintiff established itself over the years. Plaintiff’s good reputation comes from its leaders’ decades-long path of scrupulous respect for public, interpersonal, ecclesiastical and commercial relationships, and of respecting contracts and authorities, both secular and sacred. ECF No. 1, at ¶ 197. Due to these factors, Plaintiff’s corps of chaplains and related chapels, missions and parishes has grown slowly but steadily over time, and has been recognized as one of the great success stories on North American Anglicanism. *Id.* In two weeks, ACNA’s campaign of vilification has destroyed Plaintiff’s good name. *Id.*; *see also* Exhibit A, at ¶¶ 38–39.

**C. ACNA'S ACTIONS VIOLATE THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT**

Under the South Carolina Unfair Trade Practices Act (SCUTPA), “[a]ny person who suffers any ascertainable loss of money . . . as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by Section 39-5-20 may bring an action individually . . . to recover actual damages.” S.C. Code Ann. § 39-5-140. To state a claim under SCUTPA, a plaintiff must plead “(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected [the] public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant’s unfair or deceptive act(s).” *Gillins v. Celadon Trucking Servs., Inc.*, No. 2:16-CV-00795-DCN, 2016 WL 4455018, at \*4 (D.S.C. Aug. 24, 2016) (citation omitted).

“An unfair trade practice is a practice which is offensive to public policy or which is immoral, unethical, or oppressive,” and “[a] deceptive practice is one which has a tendency to deceive.” *State ex rel. Wilson v. Ortho-McNeil-Janssen Pharm.*, 414 S.C. 33, 56, 777 S.E.2d 176, 188 (2015). The plaintiff must show the act “adversely affected the public interest” too. *Daisy Outdoor Advert. Co. v. Abbott*, 322 S.C. 489, 493, 473 S.E.2d 47, 49 (1996).

This case has all the earmarks of a SCUTPA claim. As explained above, *see supra* Sections I.A–B, since September 21, ACNA has been using Plaintiff’s Marks without authorization and has made numerous misrepresentations in an attempt to deceive Plaintiff’s members and lure them away from membership in Plaintiff’s organization. *See also* ECF Nos. 1-3, 1-6, 1-9, 1-10, 1-11, 1-12, 1-13, 1-14, 1-15, & 1-16. “Under South Carolina law, proof of trademark infringement is sufficient to establish a violation under SCUTPA.” *Nat’l Van Lines, Inc. v. Nat’l Van Lines, Inc.*, No. 4:12-926-TLW-KDW, 2013 U.S. Dist. LEXIS 71111, at \*17 (D.S.C. Mar. 25, 2013). Such actions not only have a “tendency to deceive” the public, *State ex rel. Wilson*, 414 S.C. at 56, 777

S.E.2d at 188, but they actually do deceive and have deceived the public and Plaintiff's members into believing Plaintiff does not have the endorsement ability it has. To be sure, approximately half of Plaintiff's chaplains have already ended their affiliation with Plaintiff. Exhibit A, at ¶¶ 35–36. And the AFCB demoted Plaintiff to “pending status” after ACNA notified it of false and deceptive information. *See* ECF No. 1, at ¶ 54; ECF No. 1-7. These actions constitute unfair and deceptive trade practices, which have occurred in the course of commerce.

ACNA's actions clearly impact the public interest too. “An impact on the public interest may be shown if the acts or practices have the potential for repetition.” *Singleton v. Stokes Motors, Inc.*, 358 S.C. 369, 379, 595 S.E.2d 461, 466 (2004) (citation omitted). An act is capable of repetition if “the same kind of actions occurred in the past, thus making it likely they will continue to occur absent deterrence” or if a “procedure[] created a potential for repetition of the unfair and deceptive acts.” *Id.*

ACNA has continued to publish false information about Plaintiff and infringe on Plaintiff's Marks over the past two weeks. This is even though Plaintiff sent a “cease and letter” to ACNA on September 23, demanding ACNA stop its improper conduct. ECF No. 1-5. To date, ACNA has ignored this demand and continues its campaign to destroy Plaintiff. Thus, the unfair and deceptive trade practices have occurred in the past. They are also likely to occur in the future. To be sure, ACNA noticed a virtual call to all of Plaintiff's chaplains for tomorrow, October 7, 2025. *See* Exhibit B. Considering ACNA's actions to date, it is more than likely that ACNA intends to continue its practices at that meeting in an attempt to accomplish Plaintiff's demise. These practices have affected and will continued affect the public interest.

And Plaintiff will undoubtedly suffer ascertainably damages as a result of ACNA's unfair and deceptive practices. In addition to the reputational and other organizational damage explained

above and in Exhibit A, Plaintiff's income is directly derived from the gifts and tithes of its membership. ECF No. 1, at ¶ 37. ACNA's conduct has already induced approximately half of Plaintiff's chaplains to end their affiliation with Plaintiff. Exhibit A, at ¶¶ 35–36. Without those members, Plaintiff's income has already been reduced. And should ACNA's unfair and deceptive conduct continue, the damage will become much worse and will impact Plaintiff's ability to function and continue as an organization. Exhibit A, at ¶ 41–42.

*II. Plaintiff will suffer immediate irreparable harm in the absence of preliminary relief.*

Plaintiff has suffered devastating, irreparable harm due to the nefarious, well-orchestrated actions of ACNA. Over the past two weeks, ACNA has demonstrated that it will resort to all means and methods it can concoct to destroy Plaintiff. ACNA's actions will only continue, save a timely intervention from the Court by way of injunctive relief.

In considering whether the irreparable harm element is satisfied, the harm “to be prevented must be of an immediate nature and not simply a remote possibility.” *Prysmian Cables*, 573 F. Supp. 3d at 1034. “This standard requires more than the mere ‘possibility’ of being irreparably harmed; rather, the plaintiff must ‘demonstrate that irreparable injury is likely in the absence of an injunction.’” *George Sink*, 407 F. Supp. 3d at 559. Courts have found irreparable harm to exist when the plaintiff can show:

“[T]he possibility of permanent loss of customers to a competitor or the loss of goodwill” may indicate the existence of irreparable harm. Additionally, irreparable harm can be established by the loss of market share or price erosion, neither of which can be compensated through money damages alone.

*Prysmian Cables*, 573 F. Supp. 3d at 1034 (internal citations omitted).

The facts alleged in the Verified Complaint and further substantiated in the Declaration, *see* ECF No. 1; Exhibit A, show that a substantial portion of Plaintiff's chaplain corps has indicated

that they are going to break their ties with Plaintiff because of ACNA's interference, resulting also in a loss of one half of Plaintiff's annual income. Exhibit A, at ¶ 35. Twenty percent of Plaintiff's staff has left their employment with Plaintiff in the past two weeks, with layoffs inevitably coming in the future as a result of Plaintiff's diminished financial base. *Id.* at ¶ 37. Plaintiff's goodwill consists in large part of its base of chaplains and their associated chapels, missions and parishes, and results from the good reputation that Plaintiff has nurtured over the past two decades—a reputation that is now in tatters due to ACNA's campaign. *Id.* at ¶ 38–42.

Plaintiff's case is already substantiated by ample evidence of appreciable injury to its goodwill and reputation, as well as instances of actual consumer confusion. The entirety of Plaintiff's customer base is cognizant of ACNA's methodical actions against Plaintiff. It follows that Plaintiff has established a solid foundational basis for this Court to make a finding of irreparable harm. *See Moon Dot, Inc. v. Q Shack Corp.*, No. 3:25-CV-00396-KDB-SCR, 2025 LX 363335 (W.D.N.C. Aug. 21, 2025).

Indeed, ACNA's actions render it virtually impossible for Plaintiff's business to survive absent a preliminary injunction. Exhibit A, at ¶ 38–42. In *Eco Fiber Inc. v. Vance*, the Western District of North Carolina found that

[i]n the first month without purchases from [the defendant] of the insulated containers having three insulating pads from Plaintiff, Plaintiff loss \$249,746.16 or 30 percent of their average monthly sales. Annually, [the defendant's] sales represent at least 75 percent of all sales for Plaintiff. As a result of the total loss to date, Plaintiff has laid off a majority of its employees. . . . Due to the impending threat of Plaintiff's operations not surviving the pendency of this matter, the Court finds the requirement for irreparable harm satisfied.

No. 3:24-CV-00465-FDW-DCK, 2024 U.S. Dist. LEXIS 110171, at \*11 (W.D.N.C. June 21, 2024). *Cf. Edward D. Jones & Co., L.P. v. Barnes*, No. 1:20-CV-03775-JMC, 2020 WL 6827864,

at \*5 (D.S.C. Nov. 20, 2020) (finding the plaintiff established irreparable harm by the defendant's breach of the non-solicitation agreement because the plaintiff "must now contend with office stability, disruptions in its relationships with clients, the permanent loss of client relationships, and a difficulty in fulfilling its obligation to maintain the confidentiality of its clients' financial and other personal information").

Plaintiff's loss of goodwill, reputation, and permanent relationships with members is irreparable harm sufficient to justify injunctive relief. *See Multi-Channel TV Cable Co. v. Charlottesville Quality Cable Operating Co.*, 22 F.3d 546, 552 (4th Cir. 1994) ("[W]hen the failure to grant preliminary relief creates the possibility of permanent loss of customers to a competitor or the loss of goodwill, the irreparable injury prong is satisfied."), *abrogated on other grounds by Winter*, 555 U.S. 7; *Pearl Ins. Grp., LLC v. Baker*, No. 0:18-CV-02353-JMC, 2018 WL 4103333, at \*5 (D.S.C. Aug. 29, 2018) (finding the plaintiff's loss in renewal premiums, commission revenue, and customers after the defendant departed from the company was sufficient to show the plaintiff's "loss of customers, possibly at the hands of [the defendant], constitute[d] an irreparable injury").

Indeed, loss of profits, market share, and goodwill are all, by their very nature, difficult to ascertain. *See Handsome Brook Farm, LLC v. Humane Farm Animal Care, Inc.*, 700 F. App'x 251, 263 (4th Cir. 2017) ("[W]hile monetary damages generally do not give rise to irreparable harm, irreparable harm may still occur in extraordinary circumstances, such as when monetary damages are unavailable or unquantifiable.").

And "[i]rreparable injury necessary for injunctive relief regularly follows from trademark infringement." *Toolchex, Inc. v. Trainor*, No. 3:08-CV-236, 2009 U.S. Dist. LEXIS 64186, 2009 WL 2244486, at \*2 (E.D. Va. July 24, 2009) (citation omitted); *see also Living Legends Awards*

*for Serv. to Humanity*, 2017 U.S. Dist. LEXIS 143006, at \*14 (“Plaintiff established that Defendant infringed Plaintiff’s trademark, . . . and ‘trademark injuries are considered irreparable.’”). As the Fourth Circuit explained, “[i]nfringement gives rise to irreparable injury” because the “plaintiff has lost control of its business reputation to this extent, there is substantial likelihood of confusion of the purchasing public, there may be no monetary recovery available, and there is an inherent injury to the good will and reputation of the plaintiff.” *Lone Star Steakhouse & Saloon, Inc. v. Alpha of Va., Inc.*, 43 F.3d 922, 939 (4th Cir. 1995) (quotation marks and citation omitted).

Thus, without injunctive relief enjoining ACNA from using Plaintiff’s intellectual property and corporate identity, and interfering with Plaintiff’s government licenses and member relations through the pendency of this litigation, Plaintiff will not have an adequate remedy at law. *See PBM Prod., LLC v. Mead Johnson & Co.*, 639 F.3d 111, 127 (4th Cir. 2011) (finding the plaintiff demonstrated that remedies at law were inadequate and stating “the mere fact that a plaintiff may recover damages does not negate his right to injunctive relief”).

ACNA’s plan to consummate its takeover of Plaintiff’s chaplaincy corps tomorrow night, through its “everyone welcome” Zoom invitation, means that the threat to Plaintiff’s survival is imminent. Exhibit B. Unless ACNA is restrained from its campaign of interference—which has been established by the blatant misappropriation of Plaintiff’s registered marks—ACNA will use the advantages that its head start has conferred to “seal the deal” with Plaintiff’s membership and seal Plaintiff’s fate.

### *III. Injunctive relief will not harm ACNA.*

In considering the balance of equities element, the Court “must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the relief requested.” *Winter*, 555 U.S. at 24.

The harm Plaintiff will suffer absent injunctive relief is especially high in comparison to any harm ACNA may suffer with injunctive relief. Indeed, each day that passes sees Plaintiff losing more of the reputation and goodwill that it painstakingly constructed over almost two decades. And there can be no doubt that Plaintiff “has a significant interest in maintaining the integrity of its intellectual property . . . and the good will associated therewith.” *Choice Hotels Int’l, Inc. v. Pfalzgraf Inv. Props. 02, LLC*, 708 F. Supp. 3d 757, 767 (D.S.C. 2023).

Further, “[c]ustomers have already demonstrated actual confusion.” *Nat’l Van Lines, Inc.*, 2013 U.S. Dist. LEXIS 71111, at \*22. As it currently stands, “Plaintiff is a mere shell of what it was just over two weeks ago. It is barely alive as an organization.” Exhibit A, at ¶ 42. Without injunctive relief, Plaintiff’s organization may go under. *See Accident, Inj. & Rehab., PC v. Azar*, 336 F. Supp. 3d 599, 606 (D.S.C. 2018) (finding harm to the defendants was substantially outweighed by harm to the plaintiff because the plaintiff “[would] go bankrupt, employees [would] lose their jobs, and patients [would] lose access to much needed healthcare” without relief, whereas the defendants would not suffer “harm from granting the TRO because they [] have the ability to resume recoupment of any overpayments if the ALJ rules in their favor”).

On the contrary, ACNA will suffer no harm. ACNA’s referred chaplains can continue to be endorsed by JAFCC, which is willing and able to continue their endorsements. And ACNA, not Plaintiff, is the party inflicting harm here. And “preventing [ACNA] from using a mark they never had the right to use in the first place can hardly be characterized as a hardship.” *Choice Hotels Int’l, Inc.*, 708 F. Supp. 3d at 766. The clear harm suffered by Plaintiff—orchestrated by ACNA—is a further key consideration that only underscores Plaintiff’s urgent need of a preliminary injunction. *See Hughes Network Sys. v. Interdigital Commc’ns Corp.*, 17 F.3d 691 (4th Cir. 1994).

*IV. An injunction is in the public interest.*

Finally, injunctive relief is in the public's interest in several important respects. On the most basic level, "[i]t is well established that 'the public interest is served by preventing consumer confusion in the marketplace.'" *Choice Hotels Int'l, Inc.*, 708 F. Supp. 3d at 767 (D.S.C. 2023) (quoting *Davidoff & CIE, S.A. v. PLD Intern. Corp.*, 263 F.3d 1297, 1304 (11th Cir. 2001)). There is also "a strong public interest in the prevention of misleading advertisements." *Scotts Co. v. United Indus. Corp.*, 315 F.3d 264, 286 (4th Cir. 2002) (citation omitted). "In trademark infringement actions, the rights infringed are not just the plaintiff's right to control its reputation, but also the right of the public to be free from confusion. 'Where a likelihood of confusion arises out of the concurrent use of a trademark, the infringer's use damages the public interest.'" *Nat'l Van Lines, Inc.*, 2013 U.S. Dist. LEXIS 71111, at \*23 (citation omitted).

ACNA's actions—misleading advertisements and trademark infringement—have already caused actual confusion amongst Plaintiff's members and the public. In the last two weeks, Plaintiff lost over a third of its chaplains and was demoted to "pending status" as an endorsement entity all because of ACNA's conduct, which caused confusion as to what entity has the authority to endorse chaplains. Such authority lies only with Plaintiff, not ACNA. Injunctive relief preventing ACNA from continuing its tortious and confusing conduct serves the public interest.

### CONCLUSION

In sum, Plaintiff's organization will fail during the pendency of this litigation absent injunctive relief. Plaintiff satisfies the elements necessary for injunctive relief to issue and requests that the Court grant such relief expeditiously. The Court should restrain ACNA from:

- a. using Plaintiff's Service Mark "Jurisdiction of the Armed Forces and Chaplaincy," Plaintiff's original corporate name "Special Jurisdiction of the Armed Forces and Chaplaincy," Plaintiff's Trademark "Anglican Chaplains," Plaintiff's Trademarked

Logo, and the unique title of Plaintiff's head, the "Bishop of the Armed Forces and Chaplaincy";

- b. representing that Bishop Jones is no longer the "Bishop of the Armed Forces and Chaplaincy" or that ACNA has replaced him in that position;
- c. representing that Plaintiff lacks the capacity to endorse Anglican Chaplains who originate from ACNA or any other Anglican diocese or province;
- d. slandering Plaintiff or Bishop Jones in private or public; and
- e. threatening or recruiting any chaplains, mission, chapels or parishes that are in or under Plaintiff's jurisdiction.

Despite Plaintiff's requests, ACNA has not cancelled the meeting scheduled for 6:00 P.M. tomorrow. Plaintiff therefore respectfully requests the Court schedule an emergency hearing tomorrow, October 8, 2025, on the motion for TRO to preserve the status quo.

*(Signature Page Follows)*

Respectfully submitted,

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