

# EXHIBIT A

to

**Motion for Temporary Restraining Order  
or, in the alternative, for Preliminary  
Injunction**

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

*Declaration of David van Esselstyn  
October 6, 2025*

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

**DECLARATION OF  
DAVID VAN ESSELSTYN**

STATE OF ALABAMA     )  
  )ss.:  
COUNTY OF SHELBY    )

DAVID VAN ESSELSTYN, CHAIRMAN, JURISDICTION OF THE ARMED FORCES AND  
CHAPLAINCY, declares as follows pursuant to 28 U.S.C. § 1746:

1. I know the following information to be true based on my own personal knowledge, except where my statements are made on information and belief, and as to such, I verily believe.
2. I am the Chairman of the Executive Committee of the Jurisdiction of the Armed Forces and Chaplaincy, an Alabama not-for-profit corporation, which is the Plaintiff in the instant case (“Plaintiff”). I submit this affidavit in support of Plaintiff’s motion for a temporary restraining order and preliminary and permanent injunctions.
3. Plaintiff is an autonomous Anglican religious organization that was founded in 2007 and incorporated in 2016. Plaintiff’s founder and spiritual leader is Right Reverend Derek L.S. Jones, who has been an Anglican bishop since 2007 and who was consecrated as the Bishop of the Armed Forces and Chaplaincy in 2010.
4. Plaintiff has continued to exist and grow over the years in order to serve its unique mission, which is to provide a doctrinally orthodox and spiritually grounded base for the nurture,

support and deployment of Anglican Chaplains for the military and civilian branches of government in the United States and elsewhere. Anglican military chaplains serve both as military officers governed by military codes of conduct and regulation and by the precepts of the Anglican religion. The combination requires a carefully nuanced preparation for chaplaincy service and the ability to provide spiritual succor and instruction to members of the armed services without discrimination, fear or favor.

5. In the 18 years since its founding, Plaintiff's bishop and staff have invested tens of thousands of hours, if not hundreds of thousands, in nurturing and developing Plaintiff's membership, contacts, reputation and activities. Plaintiff's membership grew from a single chaplain at its inception in 2007 to more than 300 chaplains, serving in hundreds of deployments and more than thirty Plaintiff-affiliated chapels, missions and parishes.
6. Plaintiff performs an essential function of providing endorsements to employers of Anglican Chaplains. American military forces and government agencies employ chaplains of many faith traditions to provide spiritual support to service members who are deployed to military bases in the U.S. and abroad for months or years at a time. However, government is constitutionally forbidden to decide who is qualified to serve as a religious chaplain. By regulations, military and civilian employers of chaplains must rely on ecclesiastical endorsing organizations, of which Plaintiff is one, to provide endorsements of individuals who possess the training and other qualifications needed to serve in chaplaincy roles.
7. Plaintiff has been the only ecclesiastical endorsing organization for Anglican Chaplains serving the U.S. Department of Defense since 2009. Some Anglican-origin chaplains have been endorsed by other organizations for defense work during that period of time, but in those cases the chaplains hold themselves out as representing other branches of the

Christian faith, for example, as “Reformed Episcopal” chaplains.

8. Because of its unique capabilities and role, Plaintiff accepts candidates for chaplaincy on transfer from other churches in the Anglican tradition. The “sending” churches issue letters “dimissory” which release the candidates from their “domicile” in other churches and permit Plaintiff to accept them into the Jurisdiction of the Armed Forces and Chaplaincy as full members, entitled to spiritual support of Plaintiff and subject to Plaintiff’s oversight and discipline. Over the years, the Anglican Church in North America (ACNA) has been one of those sending churches. A significant portion of Plaintiff’s membership has been transferred to Plaintiff’s jurisdiction through letters dimissory from ACNA churches.
9. The churches of the North American Anglican tradition have had a history of joining together and breaking apart over doctrinal and leadership issues. ACNA was formed during this process, and Plaintiff engaged in negotiations to become a part of ACNA. Those negotiations were never finalized, however, and Plaintiff remained autonomous.
10. However, due to a complicated history, ACNA has had implicit permission from Plaintiff to use Plaintiff’s name to refer to Plaintiff’s function as an endorser of chaplains. Plaintiff adopted the name “Special Jurisdiction of the Armed Forces and Chaplaincy” in 2013 while it was in a dual relationship as a diocese with both the Church of Nigeria and ACNA. When Plaintiff incorporated in 2016, it chose the same name as its official corporate name. Plaintiff’s registered a Service Mark (“Jurisdiction of the Armed Forces and Chaplaincy”), a Trademark (“Anglican Chaplains”) and a Trademarked Logo (incorporating its Trademark in a distinctive design) with the U.S. Patent and Trademark Office under its pre-2024 corporate name, and then in 2024 Plaintiff amended its certificate of incorporation to shorten its name to “Jurisdiction of the Armed Forces and Chaplaincy.”

11. Meanwhile, in 2014 ACNA added a canon (“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 ACNA relationship with chaplains that ACNA had transferred to Plaintiff through letters dimissory. When Plaintiff ended its dual relationship 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.
12. 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.
13. 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 for over tens, or perhaps hundreds of thousands of Anglican believers. On information and belief, Plaintiff’s success led to a kind of poisonous jealousy on the part of Archbishop Wood and other ACNA leaders.
14. On September 21, 2025, ACNA attempted to interfere with the governance of Plaintiff by purporting to “inhibit” the activities of Plaintiff’s President and ecclesiastical head, Bishop Jones. The “inhibition” directed Bishop Jones *inter alia* to stop holding himself out as a bishop or priest for sixty days, which could be extended by ACNA, and to step aside from his role at the head of Plaintiff. At the same time, ACNA’s leadership designated other

people to act as the corporate and spiritual heads of Plaintiff during the period of Bishop Jones's inhibition. The inhibition was designed to enable the ACNA to usurp Plaintiff's chaplain-endorsement authority and take over control of Plaintiff's global network of parishes, missions and chapels.

15. Since Plaintiff is a self-governing not-for-profit corporation with its own board of directors (which I chair), Plaintiff had no duty to obey ACNA's inhibition. Nor did Bishop Jones personally, whose ordination as Bishop of the Armed Forces and Chaplaincy was conferred upon him by the Church of Nigeria and the Convocation of Anglicans in North America, not by Plaintiff. However, ACNA did not let its lack of authority stop it. When its bluff to take Plaintiff over wholesale failed, ACNA moved to the next phase of its plans.

16. On September 22, 2025, ACNA's Archbishop Stephen D. Wood sent misleading information about Plaintiff by email to "all of the SJFAC chaplains for whom the province has contact information, with the request that they forward this communication to other chaplains who are Domiciled in or Licensed by the Special Jurisdiction for the Armed Forces and Chaplaincy." On information and belief, ACNA intended this communication to be circulated to all Anglican Chaplains endorsed by the Plaintiff.

17. Archbishop Wood's email attached a copy of a letter dated September 21, 2025 in which he made *inter alia*, the following claims:

Archbishop Wood claimed that he was personally "the canonical overseer of the Special Jurisdiction of the Armed Forces and Chaplaincy and its ministry."

Archbishop Wood claimed that on September 21, 2025, he "inhibited Bishop Jones from the exercise of ministry with immediate effect for a period of sixty days, subject to further extension as provided by canon...."

Archbishop Wood claimed to have "appointed the Most Rev. Robert

Duncan, ... along with Rt. Rev. Jay Cayanyang, to serve as pastoral and episcopal shepherds of the Special Jurisdiction. In addition, and in accordance with the Special Jurisdiction, given the inhibition of Bishop Jones, *the Vicar General of the Special Jurisdiction will serve as the interim endorser of chaplains.*” (emphasis added)

18. Most of Archbishop’s Woods misrepresentations were ecclesiastical in nature, which means that they are likely to be outside of this Court’s capacity to adjudicate. However, his claim to have designated an “interim endorser of chaplains” in place of Bishop Jones was both false and *ultra vires* for secular, not ecclesiastical reasons. First, Plaintiff’s status as an endorser of chaplains for military and civil service is specific to Plaintiff as a discrete entity. Indeed, ACNA historically has transferred clergy to membership in Plaintiff precisely because ACNA lacks the capacity to perform the endorsement function on its own—a capacity that is conferred by governmental action pursuant to regulation. Secondly, ACNA lacks authority, according to Plaintiff’s governing corporate documents, to determine who will perform *any* function on behalf of Plaintiff, much less who will provide ecclesiastical endorsements for the U.S. Armed Forces and other clients. Thirdly, Plaintiff’s own internal bylaws determine who would be authorized to act in the event Bishop Jones is unable to perform his functions, and ACNA’s unidentified Vicar General is not among those persons.

19. On or about September 22, 2025, the ACNA began to use Plaintiff’s former name, “Special Jurisdiction of the Armed Forces and Chaplaincy” together with Plaintiff’s trademarked logo, in a vigorous public relations campaign designed to mislead the general public, including without limitation other Anglican religious institutions, U.S. Government agencies, and Plaintiff-endorsed chaplains, into believing that ACNA had assumed control

of Plaintiff and taken charge of Plaintiff's governmentally-licensed function of endorsing Anglican Chaplains.

20. On September 23, 2025, the ACNA published a letter (the "9/23 Wood Letter") promoting the "Special Jurisdiction of the Armed Forces and Chaplaincy" and declaring that "[t]he Special Jurisdiction, *under which the chaplains serve*, continues to exist within the ACNA regardless of Bishop Jones's withdrawal or the withdrawal of any entities under his control." (emphasis added)
21. The statements in the 9/23 Wood Letter were materially false. Anglican Chaplains serve under the authority of the ecclesiastical endorsing organization that endorses them. By designation of the Armed Forces Chaplaincy Board, the United States Veterans Administration, and numerous other government and non-Governmental departments and agencies, Plaintiff, not the ACNA, has been designated as the endorsing organization for Anglican Chaplains.
22. The ACNA's assertion that Anglican Chaplains "serve" the ACNA through its purportedly continuing "Special Jurisdiction of the Armed Forces and Chaplaincy" was false: all Anglican Chaplains "serve" under the authority of Plaintiff as they are required to do to receive Plaintiff's endorsement. The ACNA has never been designated as an ecclesiastical endorsing organization, no recognized Anglican Chaplains "serve" it in their capacity as chaplains, and absent institutional designations which it lacks, it has no power to confer ecclesiastical endorsements for institutional chaplaincy.
23. On September 25, 2025, the ACNA published a new press release (the "9/25 Release") on its website announcing that it had deposed Bishop Jones from his title as Bishop of the Armed Forces and Chaplaincy and elected Bishop Jerome R. Cayangyang to replace him.

It announced that “Bishop Cayangyang will provide leadership, pastoral care, and oversight for Anglican clergy serving as chaplains in the United States Armed Forces, federal and state agencies, hospitals, and other specialized institutions to ensure these chaplains remain connected to the wider church in their unique callings and provide spiritual covering for their families and ministries.” These functions are a part of what Plaintiff does for all its chaplains including those who were transferred from ACNA.

24. ACNA’s actions did not, in fact, depose Bishop Jones from his bishopric as Bishop of the Armed Forces and Chaplaincy. He continues in that role as head of Plaintiff. But by purporting to give Bishop Cayangyang an identical title, ACNA appropriated the mantle of Plaintiff’s leader and put Bishop Jones in a bad light.
25. The 9/25 Release appeared to concede that ACNA had misrepresented its authority to endorse its own chaplains when it noted that the ACNA had contacted the armed forces, the Department of Veterans Affairs and the Federal Bureau of Prisons about its intention to find another entity to replace Plaintiff as the Ecclesiastical Endorsing Organization for ACNA-affiliated chaplains, and had received an assurance from Colonel Wake that no chaplain should be “concerned about their endorsement or ability to serve the Armed Forces” in the interim.
26. On September 23, 2025, Plaintiff’s lawyers sent a “cease and desist letter” to the ACNA. *Inter alia*, Plaintiff instructed the ACNA not to use its registered marks, including without limitation its service mark “Jurisdiction of the Armed Forces and Chaplaincy” or its trademark “Anglican Chaplains,” and not to interfere with the contracts and business relationships of Plaintiff and Bishop Jones. The ACNA was instructed specifically not to use the phrase “Special Jurisdiction of the Armed Forces and Chaplaincy” or any variation

of it in any publication.

27. The ACNA has flatly disregarded Plaintiff's warnings. The ACNA has continued to appropriate Plaintiff's protected marks, usurp Plaintiff's ecclesiastical and commercial identity, and disparage Plaintiff and its leadership. The ACNA's communications are designed to mislead the general public, including Plaintiff's members and person with whom Plaintiff has longstanding official relations and contracts, into believing that the ACNA has replaced Plaintiff as the endorsing agency for Anglican Chaplains working for the U.S. Government and others around the world.
28. Most recently, on September 26, 2025, the ACNA published a letter from Bishop Phil Ashe (the "Ashey Letter") which falsely asserted ACNA had created Plaintiff (referring to Plaintiff's name from 2013 to 2024). The Ashe Letter also contained the following statement: "Bishop Jones has no authority ... to declare that all ACNA Chaplains in the SJAFCA are no longer a part of the ACNA." But this was a misrepresentation: Bishop Jones never made any such declaration. To the contrary, as the endorser of Anglican Chaplains, Plaintiff considers itself duty-bound to continue to endorse ACNA-related chaplains.
29. As late as September 30, 2025, ACNA's website prominently displayed Plaintiff's Trademarked Logo (which incorporated Plaintiff's Trademark "Anglican Chaplains") on at least five pages of its website.
30. ACNA's website, located at <https://anglicanchurch.net/>, displayed the Trademarked Logo (incorporating Plaintiff's Trademark "Anglican Chaplains") prominently on its home page as of September 30, a copy of which is attached to the Complaint as Exhibit L.
31. As of September 30, 2025, ACNA also displayed the Trademarked Logo (incorporating Plaintiff's Trademark "Anglican Chaplains") on the web at the URL

<https://anglicanchurch.net/archbishop-wood-addresses-the-status-of-jafc/>, a copy of which is attached to the Complaint as Exhibit M.

32. As of September 30, 2025, ACNA also displayed the Trademarked Logo (incorporating Plaintiff's Trademark "Anglican Chaplains") at [https://www.acna.org/admin\\_units/29](https://www.acna.org/admin_units/29), a copy of which is attached to the Complaint as Exhibit N.

33. As of September 30, 2025, ACNA also displayed the Trademarked Logo (incorporating Plaintiff's Trademark "Anglican Chaplains") on the web at the URL [https://www.acna.org/admin\\_units?q%5Bkind\\_eq%5D=Diocese](https://www.acna.org/admin_units?q%5Bkind_eq%5D=Diocese), a copy of which is attached to the Complaint as Exhibit O.

34. As of September 30, 2025, ACNA also displayed the Trademarked Logo (incorporating Plaintiff's Trademark "Anglican Chaplains") on the web at <https://anglicanchurch.net/news/>, a copy which is attached to the Complaint as Exhibit P.

35. The ACNA's campaign to replace Plaintiff has caused confusion among Plaintiff's partners, and on information and belief has already harmed Plaintiff by reducing Plaintiff's income by at least fifty percent and causing 25 of Plaintiff's approximately 30 missions, parishes and chapels to disaffiliate with Plaintiff.

36. The ACNA's campaign to replace Plaintiff is also harming Plaintiff by causing Anglican Chaplains to disassociate with Plaintiff. On information and belief, the ACNA's campaign of unfair competition has induced at least one hundred Anglican Chaplains (out of approximately 300) to cut ties with Plaintiff, with continuing losses.

37. Plaintiff will need to cut its staff as a direct result of the ACNA's attacks on Plaintiff's reputation and its raid on Plaintiff's membership.

38. In a mere fourteen days, the ACNA has caused devastating, irreparable harm to Plaintiff, both in terms of financial as well as reputational damages, and ACNA's campaign is continuing to wreak devastating harm upon Plaintiff's membership, income, activities and reputation.
39. The 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.
40. The ACNA shows no signs of halting its deluge of attacks against Plaintiff.
41. Despite Plaintiff's best efforts to defend against the ACNA's siege, each day that passes presents a new threat to Plaintiff, and steadily minimizes Plaintiff's ability to function as an organization.
42. 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.
43. A Temporary Restraining Order is Plaintiff's best hope of surviving.

I declare under penalties of perjury that the foregoing is true and correct.

Executed on October 6, 2025



DAVID VAN ESSELSTYN