

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

\*\*\*\*\*  
**EDGEWOOD ELM HOUSING, INC., ET AL.** \*  
**Plaintiffs,** \* **CIVIL ACTION NO.:**  
\* **3:21-cv-00457**  
**v.** \*  
\*  
**SELECTIVE INSURANCE COMPANY OF THE** \* **MAY 7, 2021**  
**SOUTHEAST, ET AL.** \*  
**Defendants.** \*  
\*\*\*\*\*

**ANSWER AND AFFIRMATIVE DEFENSES OF  
CLOCKTOWER TAX CREDITS, LLC AND JEFF JACOBSON**

**COUNT ONE: BREACH OF CONTRACT: (as to the Selective Insurance Defendants)**

1-48. As Paragraphs 1 through 48, inclusive, of Count One are not directed to Clocktower Tax Credits, LLC (“Clocktower”) or Jeff Jacobson (“Jacobson”) (collectively referred to herein as the “Defendants”), the Defendants respectively do not respond to the allegations contained therein.

**COUNT TWO: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (as to the Selective Insurance Defendants)**

1-50. As Paragraphs 1 through 50, inclusive, of Count Two are not directed to Clocktower or Jacobson, the Defendants respectively do not respond to the allegations contained therein.

**COUNT THREE: DETRIMENTAL RELIANCE/PROMISSORY ESTOPPEL (as to the Selective Insurance Defendants)**

1-52. As Paragraphs 1 through 52, inclusive, of Count Three are not directed to Clocktower or Jacobson, the Defendants respectively do not respond to the allegations contained therein.

**COUNT FOUR: TORTIOUS INTERFERENCE WITH CONTRACT (as to Jacobson and Clocktower)**

1-5. The Defendants have insufficient information or knowledge upon which to base a belief and therefore, leave the Plaintiffs to their proof.

***The Defendants***

6-9. The Defendants have insufficient information or knowledge upon which to base a belief and therefore, leave the Plaintiffs to their proof.

10. Paragraph 10 is admitted.

11. Paragraph 11 is denied.

12-15. Paragraphs 12-15 are admitted.

16. So much of Paragraph 16 as alleges that Clocktower, and Jacobson as a member thereof, solicit and do business in numerous states, including Connecticut, is admitted. The balance of Paragraph 16 is denied, as stated.

17. So much of Paragraph 17 as alleges that Clocktower, and Jacobson as a member thereof, solicited contributions for the tax credits of Edgewood Elm Housing, Inc., Edgewood Village, Inc., and Yedidei Hagan, Inc., in 2013, in Connecticut, is admitted. The balance of Paragraph 17 is denied, as stated.

***The Connecticut Neighborhood Assistance Act Tax Credit Program***

18-27. The Defendants have insufficient information or knowledge upon which to base a belief and therefore, leave the Plaintiffs to their proof.

***Program Events in 2020***

28-43. The Defendants have insufficient information or knowledge upon which to base a belief and therefore, leave the Plaintiffs to their proof.

44. So much of Paragraph 44 as alleges that Clocktower, and Jacobson as a member thereof, were generally familiar with and had done business with Edgewood Elm Housing, Inc., Edgewood Village, Inc., and Yedidei Hagan, Inc., and one or more of codefendants, Selective

Insurance Company of the Southeast, Selective Insurance Company of South Carolina and Selective Insurance Companies of America, is admitted. The balance of Paragraph 44 is denied, as stated.

45-51. The Defendants have insufficient information or knowledge upon which to base a belief and therefore, leave the Plaintiffs to their proof.

52. So much of Paragraph 52 as alleges that Clocktower, and Jacobson as a member thereof, knew of the Plaintiffs' application to the subject program, is admitted. The balance of Paragraph 52 is denied, as stated.

53-56. The Defendants deny paragraphs 53-56 in their entirety.

**COUNT FIVE: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS (as to Jacobson and Clocktower)**

1-50. The Defendants incorporate their responses to Paragraphs 1 through 50 of Count Four, inclusive, as indicated above, as if fully set forth herein.

51. The Defendants have insufficient information or knowledge upon which to base a belief and therefore, leave the Plaintiffs to their proof.

52. So much of Paragraph 52 as alleges that Clocktower, and Jacobson as a member thereof, knew of the Plaintiffs' application to the subject program, is admitted. The balance of Paragraph 52 is denied, as stated.

53-56. The Defendants deny paragraphs 53-56 in their entirety.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE:**

The Plaintiffs have failed to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE:**

The incident alleged by the Plaintiffs and the resulting damages were the product of an intervening or superseding cause, given the fact that the decision on whether to fund the tax credit was exclusively that of the subject donor(s).

**DEMAND FOR TRIAL BY JURY**

Pursuant to Federal Rule of Civil Procedure 38, the Defendants herein serve notice that they demand a trial by jury.

THE DEFENDANTS,  
CLOCKTOWER TAX CREDITS, LLC AND  
JEFF JACOBSON

By: /s/ ct30406 \_\_\_\_\_  
Liza M. Fletcher, Esq.  
Juris No. ct30406  
Milano & Wanat LLC  
471 East Main Street  
Branford, Connecticut 06405  
(203)315-7000 (p)  
(203)315-7007 (f)  
[lfletcher@mwillc.us](mailto:lfletcher@mwillc.us)

**CERTIFICATE OF SERVICE**

I hereby certify that on **May 7, 2021**, a copy of the foregoing Notice of Appearance was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system and by first-class mail to all parties who are unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system

/s/ ct30406  
Liza M. Fletcher, Esq.  
Juris No. ct30406  
Milano & Wanat LLC  
471 East Main Street  
Branford, Connecticut 06405  
(203)315-7000 (p)  
(203)315-7007 (f)  
[lfletcher@mwillc.us](mailto:lfletcher@mwillc.us)