

**Artisan Lofts Dev. Owner LLC v Silvers**

2010 NY Slip Op 30888(U)

April 5, 2010

Supreme Court, New York County

Docket Number: 101495/09

Judge: Doris Ling-Cohan

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SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: **JUSTICE DORIS LING-COHAN**

PART 36

*Justice*

*Artisan Lofts Development Owner  
LLC,*

INDEX NO. 101495/09

MOTION DATE \_\_\_\_\_

MOTION SEQ. NO. 001

MOTION CAL. NO. \_\_\_\_\_

- v -

*Silvers, Nicholas R.*

The following papers, numbered 1 to \_\_\_\_\_ were read on this motion to/for \_\_\_\_\_

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits \_\_\_\_\_

Replying Affidavits \_\_\_\_\_

PAPERS NUMBERED

1, 2

3

Cross-Motion:  Yes  No

Upon the foregoing papers, it is ordered that this motion *is decided in accordance with the attached decision memorandum.*

**FILED**

APR 07 2010

NEW YORK  
COUNTY CLERK'S OFFICE

Dated: 4/5/10

**JUSTICE DORIS LING-COHAN**

Check one:  FINAL DISPOSITION  NON-FINAL DISPOSITION

Check if appropriate:  DO NOT POST  REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: IAS PART 36

ARTISAN LOFTS DEVELOPMENT OWNER  
LLC,

Plaintiff,

-against-

NICHOLAS R. SILVERS AND DOES 1-9,  
Defendants.

INDEX NO. 101495/09

Motion Seq. No. 001

**DECISION & ORDER**

**DORIS LING-COHAN, J.:**

Defendant Nicholas R. Silvers (Silvers) moves for summary judgment in his favor, pursuant to CPLR 3212(h), to dismiss the complaint. Silvers also seeks attorneys' fees and punitive damages, pursuant to Civil Rights Law § 70-a.

**FILED**  
APR 07 2010  
NEW YORK  
COUNTY CLERK'S OFFICE

**FACTUAL BACKGROUND**

On February 28, 2007, plaintiff Artisan Lofts Development Owner LLC (Artisan Lofts) filed an offering plan with the New York State Attorney General to convert a property, at 157 Chambers Street, New York, New York, to a condominium building containing 38 residential units. According to the offering plan, purchasers would close on their units once plaintiff obtained a temporary or permanent certificate of occupancy, contemplated to be on or about January 1, 2008 (the Commencement Date of Operations). If a first unit closing did not occur within 12 months of the Commencement Date of Operations, purchasers had the right to rescind their purchase agreements. Plaintiff, however, retained the right to extend the Commencement Date of Operations, by amendment to the offering plan.

Silvers and his wife contracted to purchase Unit 10C on May 16, 2007. On December 12, 2008, a group of purchasers including Silvers, styling itself as "Artisan Associates," through their

counsel, sent plaintiff a letter claiming “the Building is clearly not yet complete,” it is a hazardous construction zone, no certificate of occupancy was issued for any residential unit and the scheduled closing date was premature. Def Exh D at 2-3. The group asked for assurances of the project’s financial viability, a revised schedule and budget for completion, and other related information. The letter stated twice that its members account for over \$52 million in purchases and that their defection “likely threatens the viability of the Building and the Plan.” *Id.* at 2.

Plaintiff obtained a temporary certificate of occupancy on December 15, 2008 and a first unit closing took place on December 17, 2008. Plaintiff’s counsel responded to the December 12, 2008 letter on December 18, 2008, claiming that the “myriad allegations set forth in your letter are materially false and misleading,” and that all construction required for safe occupancy had been completed to the satisfaction of the New York City Department of Buildings (DOB) and in accordance with the offering plan. Def Exh E at 1-2. Plaintiff’s letter further stated that it was “well aware of the potentially tortious and wrongful acts which members of [Artisan Associates] have engaged in.” *Id.* at 2.

In late October 2008, plaintiff scheduled December 4, 2008 as the closing date for Silvers and then postponed it to December 19, 2008. Silvers adjourned it to December 29, 2008, to allow a walk-through of the condominium unit on December 23, 2008. When Silvers’ counsel wrote to plaintiff on December 26, 2008 stating his reasons for not agreeing to close on December 29, 2008, none were specific to Silvers’ unit, but rather cited building-wide issues, such as:

- The main entrance and many of the common areas remained a construction zone with construction workers wearing hard hats.
- Only one elevator was in service to be shared by construction workers and occupants.

- Occupants would have to contend with “a high level of dust, allergens, and toxins” while construction work continued. Def Exh G at 2.

Silvers, in turn, received a notice of default dated December 30, 2008, for his failure to close on December 29, 2008. Def Exh H at 1. Plaintiff commenced the instant action on or about February 3, 2009 asserting causes of action for intentional interference with contractual relations and slander and business defamation, and a request for a permanent injunction against “making . . . any false or misleading statement or representation of material fact” in regard to the project. Compl at 9-12. Silvers filed an application with the Attorney General for a refund of his downpayment on February 4, 2009. *See* Def Exh I.

#### DISCUSSION

Silvers moves for summary judgment to be granted in his favor, pursuant to CPLR 3212(h), which provides that a motion for summary judgment in “an action involving public petition and participation . . . shall be granted unless the party responding to the motion demonstrates that the action . . . has a substantial basis in fact and law or is supported by a substantial argument for an extension, modification or reversal of existing law.” Such action, otherwise known as a Strategic Lawsuit Against Public Participation or SLAPP, is defined in Civil Rights Law § 76-a(1)(a) as “an action . . . for damages that is brought by a public applicant or permittee, and is materially related to any efforts of the defendant to report on, comment on, rule on, challenge or oppose such application or permission.” According to 8 Weinstein Korn Miller, NY Civ Prac 3211.5, the anti-SLAPP legislation:

focuses on retaliatory litigation commenced or maintained for the purpose of intimidating persons who have voiced opinions in public meetings or discussions inimical to those of the person controlling the litigation. This type of retaliatory litigation has been characterized as

a tactic employed by businesses and developers who find it an effective means of silencing public opposition to controversial projects.

Additionally, Silvers moves to recover damages, including attorneys' fees and costs, from plaintiff, pursuant to Civil Rights Law § 70-a(1)(a), which provides that such damages may be recovered upon a showing that the action was commenced without a substantial basis in fact and law and cannot be supported by a substantial argument for the extension, modification or reversal of existing law. Further, Silvers seeks punitive damages, pursuant to Civil Rights Law § 70-a(1)(c).

The heightened summary judgment standard set forth in CPLR 3212(h) applies when the action is one "involving public petition and participation," which requires two elements: (1) plaintiff is a public applicant or permittee; and (2) the lawsuit is materially related to defendant's efforts to report on, comment on, challenge or oppose plaintiff's endeavor. *See* Civil Rights Law § 76-a(1)(a); *see also Hariri v Amper*, 51 AD3d 146, 150 (1st Dep't 2008). If it is determined that the action is indeed a SLAPP suit, then plaintiff must demonstrate two things. First, plaintiff must also establish "by clear and convincing evidence that any communication which gives rise to the action was made with knowledge of its falsity or with reckless disregard of whether it was false, where the truth or falsity of such communication is material to the cause of action at issue." Civil Rights Law § 76-a(2). Second, in order to defeat a CPLR 3212(h) summary judgment motion, plaintiff must demonstrate that the action has a substantial basis in fact and law, which requires that plaintiff "do more than raise an issue of fact." *T.S. Haulers, Inc. v Kaplan*, 2001 NY Slip Op 40191(U), \*6 (NY Sup Ct, Suffolk County 2001); *see Hariri*, 51 AD3d at 151.

A "[p]ublic applicant or permittee" is defined as "any person who has applied for or

obtained a permit, zoning change, lease, license, certificate or other entitlement for use or permission to act from any government body, or any person with an interest, connection or affiliation with such person that is materially related to such application or permission.” Civil Rights Law § 76-a(1)(b). Here, plaintiff is a public applicant or permittee for either of two reasons. First, plaintiff is a public applicant or permittee because it was bound by, and adhered to, the provisions of the General Business Law, which requires any entity selling an interest or investment in a real estate venture to file an offering statement or prospectus with the department of law in advance. *See* GBL § 352-e(1)(a). Further, no offer or sale of such an interest or investment may proceed until the Attorney General issues a letter stating that the offering has been filed. GBL § 352-e(2). Second, plaintiff applied to DOB for multiple certificates of occupancy in order to allow occupancy of purchased units, pursuant to 19 NYCRR § 1203.3(d). Thus, as plaintiff falls within the definition, plaintiff is a public applicant or permittee.

As to the second prong required for the heightened summary judgment standard to apply, Silvers asserts that plaintiff’s action against him relates to statements made in opposition to plaintiff’s public permits, applications, and certificates. Silvers points to the complaint, which states that “Silvers or members of the Silvers Group anonymously communicated with the DOB and caused unfounded violations to be placed against the Building to slow down the [temporary certificate of occupancy] process.” Compl ¶ 23. Moreover, the complaint goes on to allege that “Silvers intentionally, willfully and falsely” disputed the financial condition of plaintiff and its lender, and tried to convince other purchasers that the building would never be completed, it was unsafe and plaintiff had used inferior materials and construction procedures than those described in the offering plan, in order for plaintiff to obtain a temporary certificate of occupancy prior to December 31, 2008. *Id.* ¶¶ 25, 27, 29.

Plaintiff opposes this motion on the basic premise that its action does not fall within the ambit of anti-SLAPP legislation. The Appellate Division, First Department, has held that “because the anti-SLAPP law is in derogation of common law, it must be narrowly construed. A narrow construction of the anti-SLAPP law requires that a SLAPP-suit defendant must directly challenge an application or permission in order to establish a cause of action under the Civil Rights Law.” *Guerrero v Carva*, 10 AD3d 105, 117 (1st Dep’t 2004) (internal citation omitted).<sup>1</sup>

Plaintiff contends that it is not pursuing a SLAPP action, as it made no effort to interfere with Silvers or other Artisan Associates members challenging its applications for building permits or temporary certificates of occupancy. Plaintiff further maintains that the requisite narrow construction of anti-SLAPP legislation excludes Silvers from its scope, because he cloaked his identity in communicating with the DOB and he made no public record of his opposition to plaintiff’s project, nor did he make an appearance in any public forum while plaintiff’s application for public permits was under consideration. Rather, Silvers made statements “surreptitiously” to other purchasers and to the DOB in order to avoid his contractual obligations and “extract financial concessions from Artisan [Lofts] to which he was not entitled.” *Ingerman Aff ¶¶ 11, 13*. While plaintiff relies on Silvers’ anonymity to attempt to place defendant outside “the type of public advocacy or participation protected under the anti-SLAPP statute” (*Bridge Capital Corp. v Ernst*, 61 AD3d 496, 497 [1st Dep’t 2009]), plaintiff fails to show that Silvers’ communications with public agencies regarding the building, even if done

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<sup>1</sup> In *Guerrero*, two tenants published flyers attacking the developer as a businessman, but also accused him of immorality, racism, and other evils. 10 AD3d at 108. The court did not extend anti-SLAPP protection to defendants because, although the flyers were sent to public housing agencies, defendants “[did] not identify any particular application or permit that plaintiffs have sought or received. Nor [did] they cite any specific proceeding pending before an administrative agency in which they were advocating in opposition to the plaintiffs.” *Id.* at 117.

anonymously, are not protected by the anti-SLAPP legislation. As an initial matter, there is no real dispute that plaintiff contends that Silvers made communications to public agencies as plaintiff itself has alleged in the complaint that “[f]alse and maliciously misleading statements have been posted on public websites *and communicated to New York City regulatory authorities.*” Compl ¶ 4 (emphasis added). As to Silvers’ anonymity in such communications, plaintiff fails to provide support to dispute that a SLAPP suit could still be brought in an attempt to silence a party from making anonymous statements, especially where those statements were “communicated with the DOB and caused unfounded violations to be placed against the Building to slow down the [temporary certificate of occupancy] process.” *Id.* at ¶ 23. Thus, given the timing and the nature of the communications, Silvers’ communications were “substantially related” to the permits being sought for the building. *Bridge Capital Corp. v Ernst*, 61 AD3d at 496.

In addition, plaintiff’s reliance on *Guerrero v Carva*, 10 AD3d 105 (1st Dep’t 2004), is misplaced, as the facts are distinguishable. In *Guerrero*, there was no evidence that any application or permission was pending in plaintiff’s behalf before any public agency. While it is likely that Guerrero’s extensive real estate operations might have brought him to the attention of HPD and/or DHCR in the future, neither agency was poised to act against his interests even if it believed the accusations conveyed in the flyers were true. In contrast, Silvers’ dispute with plaintiff arose while it sought a temporary certificate of occupancy before December 31, 2008 arrived, a date beyond which purchasers could abandon their contracts and retrieve their downpayments in the absence of a first unit closing. It is noted that this was at a difficult time, of course, when the American economy generally, and the residential real estate market particularly, was in turmoil.

Plaintiff further contends that it brought the instant action only after Silvers breached his purchase agreement by defaulting on the closing in spite of the appropriate temporary certificate of occupancy, “when he had no further interest in the Building, and *after* Silvers had embarked on his effort to induce other unit purchasers to default in their purchases.” Elliott Ingerman Aff in Opp ¶ 19. Plaintiff asserts that this action only seeks to recover damages from Silvers’ intentional wrongdoing, and is not “a device to prevent him or others from engaging in the public processes through which the issuance of permits is considered and acted upon.” *Id.* Although plaintiff has asserted facts that seem to relate to a tortious interference with contractual relations action, a review of all the facts alleged in the complaint encompass defendant’s overall actions, which include his statements to public agencies and, thus, brings him under the purview of a SLAPP suit.

As shown above, plaintiff’s own allegations support the granting of summary judgment to Silvers, pursuant to CPLR 3212(h). While the action was only brought after Silvers refused to close on his unit, he seemingly “embarked on his effort to induce other unit purchasers to default in their purchases” one or two months earlier when no temporary certificate of occupancy had yet been issued for any unit. Ingerman Aff ¶ 19. Plaintiff alleges that Silvers’ “ultimate goal” was to prevent the first unit closing before December 31, 2008. Ingerman Aff ¶ 12. In furtherance of this goal, plaintiff claims it “learned that it was likely that Silvers or other members of the Consortium *anonymously* communicated with the DOB . . . slowing down the issuance of the [temporary certificate of occupancy] required for the [f]irst [unit] [c]losing.” *Id.* at ¶ 13. These anonymous communications would necessarily have occurred before any temporary certificate of occupancy was issued. The complaint states that “beginning in approximately early December

2008, Silvers, with the aid of other Does 1 through 9, aggressively and tortiously solicited other Building purchasers not to close, in an attempt, *inter alia*, to prevent Artisan from closing the sale of its first Building unit prior to December 31, 2008.” Compl ¶ 23.

Artisan Alliance’s December 12, 2008 letter to plaintiff, naming 16 purchasers of units, was copied to the Attorney General, and pointed to construction delays in the “A” line of units and plumbing problems in the “B” line. *See* Def Exh D at 2. It asked for information regarding the financial condition and current completion schedule of the project, and demanded that the offering plan be amended immediately with updated information. *See id.* at 3-4. Plaintiff’s December 18, 2008 response cited “the potentially tortious and wrongful acts which members of your anonymous group have engaged in.” Def Exh E at 2. It claimed that false and maliciously misleading facts “have been communicated to regulatory authorities . . . bordering on harassment in a futile effort to prevent or delay issuance of the [temporary certificate of occupancy] which has now been obtained.” *Id.*

It appears that this action was commenced, at least in part, because of Silvers’ attempts “to report on, comment on, rule on, challenge or oppose” the issuance of a temporary certificate of occupancy required for the first unit closing. Civil Rights Law § 76-a(1)(a). While Silvers’ adverse conduct may have extended in time past his refusal to close on his unit, plaintiff’s grievances are rooted in, and materially related to, events prior to that – when the issuance of the critical temporary certificate of occupancy before December 31, 2008 was uncertain. Plaintiff’s allegations deal with defendant’s actions and communications related to plaintiff’s role as a public permittee, its compliance with its offering plan filed with the Attorney General, and its application for a temporary certificate of occupancy. Therefore, as this is an action involving public petition or participation, as defined in Civil Rights Law § 76-a, the summary judgment

standard set forth in CPLR 3212(h) applies.

Pursuant to CPLR 3212(h), summary judgment is granted unless the non-moving party demonstrates that the action has a substantial basis in fact and law. Plaintiff commenced this action for defamation, permanent injunction and intentional interference with contractual relations. Plaintiff contends that in or about November 2008, Silvers began a “campaign to extract financial concessions from Artisan to which he was not entitled,” including a reduction in the agreed-upon purchase price of his unit in response to the falling real estate market. Ingerman Aff ¶ 11. Silvers allegedly attempted to induce other purchasers to join his effort by demanding similar concessions or repudiating their purchase agreements and organized a “Consortium,” Artisan Associates, for this purpose. *Id.* at ¶ 12. Plaintiff’s December 18, 2008 response letter asserted that one of Artisan Associates’ attorneys “candidly admitted” in a telephone conversation that the group’s objective was to avoid their contractual objectives without penalty or to “extort” concessions from plaintiff. Def Exh E at 1. Silvers’ goal, according to plaintiff, was to prevent a first unit closing by December 31, 2008, thereby triggering the right to rescind provided by the offering plan. *See* Ingerman Aff ¶ 12.

Further, plaintiff’s December 18, 2008 letter charges that the “myriad allegations set forth in your letter [of December 12, 2008] are materially false and misleading in ways too numerous to refute individually.” Def Exh E at 1. However, Silvers is unmentioned in the letter and plaintiff nowhere in these papers provides details of any of Silvers’ alleged offensive statements or those of other purchasers; no time, manner or person(s) are specified in connection with the defamation claim.

Plaintiff asserts that, after the temporary certificate of occupancy was issued, “Silvers renewed his false and defamatory statements regarding Artisan’s solvency and funding for the

building.” Ingerman Aff ¶ 15. However, the only evidence in the record pertaining to Silvers commenting on the state of the project, between December 15, 2008 (the date of the first temporary certificate of occupancy) and February 3, 2009 (the commencement date of the instant action), is his counsel’s letter of December 26, 2008 announcing his refusal to close on December 29, 2008. In addition to reciting the physical issues paraphrased above, Silvers, through counsel, merely stated that he “has no confidence that the Sponsor can or will be able to ever bring the Building to the level of completion reasonably expected under the Contract and the Offering Plan.” Def Exh G at 2. He claimed he has “not received any assurances or evidence of Sponsor’s financial viability necessary to finish the Building.” *Id.* The letter continued by asserting that the projected operating budget for the building in its first year of operation had not been revised since February 7, 2008, when the Commencement Date of Operations was anticipated to be April 1, 2008, now nine months past. *See id.* at 3. The letter closed with a summation of Silvers’ reasons for not closing on his unit and his intention to “move on”: the prematurely-scheduled closing date, the incompleteness of the building, and the “lack of evidence that Sponsor has the wherewithal to abide by its commitments under the Contract and the Offering Plan.” *Id.* Nothing in this letter (which is merely an expression of the lack of confidence in and the absence of assurances and evidence of plaintiff’s financial viability), however, approaches actionable “false and defamatory statements regarding Artisan’s solvency and funding for the building,” as alleged. Ingerman Aff ¶ 15.

Moreover, the allegations set forth and the submitted evidence fail to establish “by clear and convincing evidence” that Silvers’ communications and comments were “made with knowledge of [their] falsity or with reckless disregard of whether [they were] false,” as required by Civil Rights Law § 76-a(2), “where the truth or falsity of such communication[s] [are]

material to the cause of action at issue,” as is the case in a defamation action. Moreover, plaintiff does not cite any other instances where Silvers made actionable remarks, because it alleges all other communications between the members of Artisan Associates, on the Internet, and to public agencies, were cloaked in secrecy. Thus, plaintiff has not shown that its defamation cause of action has a substantial basis in fact and law, sufficient to withstand summary judgment. As plaintiff’s cause of action for permanent injunction is part of this action involving public petition and participation, and it is necessarily related to the defamation action which is being dismissed, it is likewise dismissed, as the standard for a preliminary injunction cannot be met.

With regard to the cause of action for intentional interference with contractual relations, while other purchasers have indisputably withdrawn from their deal with plaintiff, no evidence shows Silvers’ “intentional and improper procuring of a breach” of those contracts, a necessary element to support a charge of intentional interference with contractual relations. *White Plains Coat & Apron Co. v Cintas Corp.*, 8 NY3d 422, 426 (2007). In the affidavit submitted in opposition to the motion, Elliott Ingerman merely states: “It **appears** that in early December 2008, Silvers organized a consortium of individual unit buyers who had entered into purchase agreements with Artisan for the purchase of the individual units, called Artisan Associates (Consortium).” Ingerman Aff ¶ 12 (emphasis added). Ingerman continues:

In furtherance of the Consortium’s goal to prevent the First Closing from occurring before December 31, 2008, Artisan learned **it was likely that Silvers or other members of the Consortium anonymously communicated** with the DOB causing DOB to reexamine the Building and slowing down the issuance of the TCO required for the First Closing.

*Id.* at ¶ 13 (bold and underline added). Ingerman then conclusorily maintains that “Silvers directly communicated with other purchasers to induce them to refuse to close on their respective

units and to delay their purchases of the units until after December 31, 2008,” but offers no details. *Id.* at ¶ 14. Ingerman further claims that “[a]s part of these communications Silvers renewed his false and defamatory statements regarding Artisan’s solvency and funding for the building,” but fails to attach any of these alleged “communications” or explain his basis for knowing. *Id.* at ¶ 15. Plaintiff has offered no admissible evidence in support of its position. Plaintiff fails to “lay bare [its] proof” to show that there is at least a triable issue of fact and, instead, offers only mere conclusory allegations that are insufficient to defeat a summary judgment motion. *Feliz v Beth Israel Med. Ctr.*, 38 AD3d 396, 397 (1st Dep’t 2007); *see also Silberstein, Awad & Miklos, P.C. v Carson*, 10 AD3d 450, 451 (2d Dep’t 2004).

Plaintiff frequently claims that Silvers and his cohorts acted “anonymously . . . surreptitiously and secretively,” which makes it difficult to prove Silvers’ leadership role or the conduct by any defendant. Ingerman Aff ¶ 13. In fact, the December 12, 2008 letter from members of Artisan Associates to plaintiff (questioning the status of the building), named sixteen purchasers of eleven units as members of Artisan Associates and plaintiff’s response acknowledged that the letter was “on behalf of ten (10) identified individuals who are purchasers of Units in the Building.” Def Exh D. Conclusory allegations of inducement to breach a contract cannot substitute for evidence. Thus, plaintiff also has failed to show that its cause of action for intentional interference with contractual relations has a substantial basis in fact and law. As plaintiff has failed to meet its burden on the heightened summary judgment standard, which requires a showing that the causes of action have a substantial basis in law and fact, defendant Silvers’ summary judgment motion is granted and the complaint is dismissed.

While Civil Rights Law § 70-a(1)(a) allows for recovery of costs and attorneys’ fees for gaining dismissal of a SLAPP suit, “the Civil Rights Law does not mandate the imposition of

costs and attorneys' fees in every situation in which such a claim is interposed." *West Branch Conservation Ass'n v Planning Bd.*, 222 AD2d 513, 515 (2d Dep't 1995). "[T]he unambiguous use of the term 'may' in the statute makes the decision to award attorneys' fees and costs discretionary rather than mandatory." *Id.* Under the circumstances of this case and in the interests of justice, although summary judgment is granted in Silvers' favor, the request for recovery of attorneys' fees is denied, as plaintiff has already suffered financial harm in the current real estate market (as some purchasers have rescinded their purchase agreements), as well as the fact that it has not been conclusively shown that defendant Silvers is not entirely without blame for the occurrences that took place. Moreover, the request for punitive damages is likewise denied, as defendant has not made the additional showing that the action was "commenced or continued for the sole purpose of harassing, intimidating, punishing or otherwise maliciously inhibiting the free exercise of speech, petition or association rights." Civil Rights Law § 70-a(1)(c). However, as the imposition of costs and disbursements is appropriate in summary judgment motions, costs and disbursements are granted to defendant.

Accordingly, it is

ORDERED that the motion by defendant Silvers for summary judgment is granted only to the extent that the complaint is dismissed with costs and disbursements to defendant Silvers as taxed by the Clerk of the Court upon the submission of an appropriate bill of costs, and is otherwise denied; and it is further

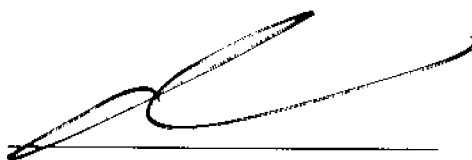
ORDERED that the Clerk shall enter judgment accordingly; and it is further

ORDERED that within 30 days of entry of this decision/order, defendant Silvers shall

serve a copy of this decision/order, with notice of entry, upon plaintiff.

DATED:

4/5/10



Doris Ling-Cohan, J.S.C.

J:\SLAPP suit\artisanlofts, updated - sj on SLAPP suit granted.wpd

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