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This memorandum is uncorrected and subject to revision before  
publication in the New York Reports.  
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No. 72  
Amnon Goldstein, Respondent,  
v.  
AccuScan, Inc., et al., Appellants.

David L. Birch, for appellants.  
Edward D. Loughman, III, for respondent.

MEMORANDUM:

The order of the Appellate Division should be affirmed,  
with costs.

"[W]hen parties set down their agreement in a clear,  
complete document, their writing should as a rule be enforced  
according to its terms" (Signature Realty, Inc. v Tallman ( \_\_  
NY3d \_\_ 2004 NY Slip Op \_\_, at 2 [decided today] [quoting R/S  
Assoc. v New York Job Dev. Auth., 98 NY2d 29, 32 [2002])). The  
parties' agreement states that AccuScan Inc. shall pay its

consultant, Amnon Goldstein, "10% of all amounts received" by AccuScan in excess of \$4 million in settlements obtained or license fees awarded regarding certain patents. AccuScan argues that "all amounts received," in fact, means all amounts received net of attorneys' fees. As the Appellate Division correctly observed, however, the contract's clear language does not admit of this qualification (307 AD2d 913, 914 [2d Dept 2003]). Finally, the existence of an attorney's charging lien does not alter AccuScan's contractual obligation to Goldstein.

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Order affirmed, with costs, in a memorandum. Chief Judge Kaye and Judges Smith, Ciparick, Rosenblatt, Graffeo, Read and Smith concur.

Decided June 3, 2004