

**United States Court of Appeals  
FOR THE EIGHTH CIRCUIT**

---

No. 99-1828

---

Philip C. Scardina; Carol A. Scardina,	*	
	*	
Appellants,	*	
	*	Appeal from the United States
v.	*	District Court for the
	*	District of Nebraska.
Guarantee Life Companies, Inc.,	*	
	*	[UNPUBLISHED]
Appellee.	*	

---

Submitted: December 16, 1999

Filed: February 9, 2000

---

Before MURPHY and MAGILL, Circuit Judges, and SMITH,\* District Judge.

---

PER CURIAM.

Philip Scardina appeals the district court's<sup>1</sup> grant of summary judgment in favor of Guarantee Life Companies, Inc. on Scardina's tortious interference and breach of contract claims. Scardina and two others formed a business, B&S Underwriters, Inc., to sell and market Guarantee Life's insurance policies. Scardina sold a Guarantee Life

---

\*The Honorable Ortrie D. Smith, United States District Judge for the Western District of Missouri, sitting by designation.

<sup>1</sup>The Honorable Thomas M. Shanahan, United States District Judge for the District of Nebraska.

insurance policy to a Louisiana nursing home which filed a complaint against Scardina with Louisiana's Commissioner of Insurance. The nursing home's complaint alleged that Scardina misrepresented terms contained in one of Guarantee Life's insurance policies. Upon learning of the nursing home's allegations, Guarantee Life wrote a letter to B&S suggesting that it might be appropriate to fire Scardina. After B&S fired Scardina, Scardina filed a complaint against Guarantee Life for tortious interference and breach of contract to a third-party beneficiary.

Having considered the record and the parties' briefs in the context of Scardina's contentions, we are satisfied that no error appears in the district court's ruling. We believe the district court correctly determined that Louisiana law applied to Scardina's tortious interference claim, that Scardina's tortious interference claim should be dismissed, and that Scardina was not a third-party beneficiary of the contract between B&S and Guarantee Life. We thus affirm on the basis of the district court's well-reasoned memorandum and order without further discussion. See 8th Cir. R. 47B.

AFFIRMED.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.