

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

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No. 07-4013

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JOSEPH RYNCAVAGE,

Appellant

v.

AMERICAN FAMILY LIFE INSURANCE  
COMPANY OF COLUMBUS, INC.;  
AMERICAN FAMILY LIFE INSURANCE  
COMPANY OF NEW YORK, INC.

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On Appeal from the United States District Court  
for the Middle District of Pennsylvania  
(D.C. Civil No. 06-cv-01711)  
Magistrate Judge: The Honorable Malachy E. Mannion

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Submitted Under Third Circuit LAR 34.1(a)  
September 9, 2008

Before: SLOVITER, FUENTES, and NYGAARD, Circuit Judges.

(Filed: September 18, 2008)

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OPINION OF THE COURT

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NYGAARD, Circuit Judge.

In Pennsylvania, a breach of contract claim has a statute of limitations of four years. 42 Pa. Cons.Stat. Ann. § 5525(a)(8). The District Court dismissed Appellant Joseph Ryncavage's complaint pursuant to Fed.R.Civ.P. 12(b)(6) because it was filed after the applicable statute of limitations had run on his breach of contract claims.

Ryncavage is an independent contractor who sold insurance for the Appellee company. The issue in his action is over commissions Ryncavage contends he was to receive. Ryncavage's amended complaint indicates that he "was notified via a letter on July 30, 2002 . . . confirming that his new business commissions and renewals would cease effective August 29, 2002." The record also reflects that the Appellee specifically notified Ryncavage that "effective August 29, 2002, you will not [sic] longer receive commissions on new business." Ryncavage sued the Appellee for breach of contract, but filed his original complaint on August 31, 2006.

Ryncavage argues that the District Court erred by not extending the statute of limitations past August 29, 2006, because his new commission payments were not anticipated until some later, uncertain date. He also argues that the Appellee's letter of July 30, 2002, could be treated as an anticipatory repudiation and that he was entitled to await Appellee's failure to perform before filing suit.

We have reviewed the briefs filed by the parties and conclude that, essentially for the reasons set forth by the District Court, its judgment will be affirmed.