

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 98-10445
Summary Calendar

J. D. IANELLO, doing business as Parkway
Texaco; JOE MERCER, doing business as
Parkway Texaco

Plaintiffs-Appellants,

versus

SPENCER DISTRIBUTING COMPANY

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Texas
(3:96-CV-2999-H)

March 26, 1999

Before HIGGINBOTHAM, JONES, and DENNIS, Circuit Judges.

PER CURIAM:*

Appellants J.D. Ianello ("Ianello") and Joe Mercer ("Mercer"),
doing business as Parkway Texaco, appeal from the district court's
judgment in favor of appellee Spencer Distributing Company
("Spencer"), based upon the court's finding that Spencer satisfied
the notice of termination provisions of the Petroleum Marketing

Pursuant to 5th Cir. R. 47.5, the court has determined that
this opinion should not be published and is not precedent except
under the limited circumstances set forth in Local Rule 47.5.4.

Practice Act ("PMRA"), 15 U.S.C. § 2801 et seq.

Based on our review of the briefs and the record, we conclude that the district court was not clearly erroneous in finding that the October 18, 1995 letter addressed to the appellants and sent by certified mail to Ianello, which contained a statement of Spencer's intention to terminate the franchise as of the date of receipt of the letter, for failure to make payments and for intentionally selling non-branded fuel, satisfied the notice requirements of § 2804(c) of the PMRA. We decline to impose any hyper-technical requirements on notices of termination under the PMRA. *See Hooper Oil Co. v. American Petrofina Mktg.*, No. 83-1050 (5th Cir. Nov. 14, 1983).

AFFIRMED.