

## FEDERAL DEPOSIT INSURANCE CORPORATION

### Notice to All Interested Parties of the Termination of the Receivership of 10508, Frontier Bank, FSB, Palm Desert, California

*NOTICE IS HEREBY GIVEN* that the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Frontier Bank, FSB, Palm Desert, California ("the Receiver") intends to terminate its receivership for said institution. The FDIC was appointed receiver of Frontier Bank, FSB on November 7, 2014. The liquidation of the receivership assets has been completed. To the extent permitted by available funds and in accordance with law, the Receiver will be making a final dividend payment to proven creditors.

Based upon the foregoing, the Receiver has determined that the continued existence of the receivership will serve no useful purpose. Consequently, notice is given that the receivership shall be terminated, to be effective no sooner than thirty days after the date of this Notice. If any person wishes to comment concerning the termination of the receivership, such comment must be made in writing and sent within thirty days of the date of this Notice to: Federal Deposit Insurance Corporation, Division of Resolutions and Receiverships, Attention: Receivership Oversight Department 34.6, 1601 Bryan Street, Dallas, TX 75201.

No comments concerning the termination of this receivership will be considered which are not sent within this time frame.

Dated: August 1, 2016.

Federal Deposit Insurance Corporation.

**Robert E. Feldman,**  
*Executive Secretary.*

[FR Doc. 2016-18553 Filed 8-4-16; 8:45 am]

**BILLING CODE 6714-01-P**

## FEDERAL DEPOSIT INSURANCE CORPORATION

### Notice to All Interested Parties of the Termination of the Receivership of 10272, Coastal Community Bank, Panama City Beach, Florida

*Notice is hereby given* that the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Coastal Community Bank, Panama City Beach, Florida ("the Receiver") intends to terminate its receivership for said institution. The FDIC was appointed receiver of Coastal Community Bank on July 30, 2010. The liquidation of the receivership assets

has been completed. To the extent permitted by available funds and in accordance with law, the Receiver will be making a final dividend payment to proven creditors.

Based upon the foregoing, the Receiver has determined that the continued existence of the receivership will serve no useful purpose. Consequently, notice is given that the receivership shall be terminated, to be effective no sooner than thirty days after the date of this Notice. If any person wishes to comment concerning the termination of the receivership, such comment must be made in writing and sent within thirty days of the date of this Notice to: Federal Deposit Insurance Corporation, Division of Resolutions and Receiverships, Attention: Receivership Oversight Department 34.6, 1601 Bryan Street, Dallas, TX 75201.

No comments concerning the termination of this receivership will be considered which are not sent within this time frame.

Dated: August 2, 2016.

Federal Deposit Insurance Corporation.

**Robert E. Feldman,**  
*Executive Secretary.*

[FR Doc. 2016-18596 Filed 8-4-16; 8:45 am]

**BILLING CODE 6714-01-P**

## FEDERAL DEPOSIT INSURANCE CORPORATION

### Notice to All Interested Parties of the Termination of the Receivership of 10271, Bayside Savings Bank, Port Saint Joe, Florida

*NOTICE IS HEREBY GIVEN* that the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Bayside Savings Bank, Port Saint Joe, Florida ("the Receiver") intends to terminate its receivership for said institution. The FDIC was appointed receiver of Bayside Savings Bank on July 30, 2010. The liquidation of the receivership assets has been completed. To the extent permitted by available funds and in accordance with law, the Receiver will be making a final dividend payment to proven creditors.

Based upon the foregoing, the Receiver has determined that the continued existence of the receivership will serve no useful purpose. Consequently, notice is given that the receivership shall be terminated, to be effective no sooner than thirty days after the date of this Notice. If any person wishes to comment concerning the termination of the receivership, such comment must be made in writing and

sent within thirty days of the date of this Notice to: Federal Deposit Insurance Corporation, Division of Resolutions and Receiverships, Attention: Receivership Oversight Department 34.6, 1601 Bryan Street, Dallas, TX 75201.

No comments concerning the termination of this receivership will be considered which are not sent within this time frame.

Dated: August 1, 2016.

Federal Deposit Insurance Corporation.

**Robert E. Feldman,**  
*Executive Secretary.*

[FR Doc. 2016-18552 Filed 8-4-16; 8:45 am]

**BILLING CODE 6714-01-P**

## FEDERAL LABOR RELATIONS AUTHORITY

### Senior Executive Service Performance Review Board

**AGENCY:** Federal Labor Relations Authority.

**ACTION:** Notice.

**SUMMARY:** The Federal Labor Relations Authority (FLRA) publishes the names of the persons selected to serve on its SES Performance Review Board (PRB). This notice supersedes all previous notices of the PRB membership.

**DATES:** Upon publication.

**ADDRESSES:** Written comments about this final rule can be emailed to [EngagetheFLRA@flra.gov](mailto:EngagetheFLRA@flra.gov) or sent to the Case Intake and Publication Office, Federal Labor Relations Authority, 1400 K Street NW., Washington, DC 20424. All written comments will be available for public inspection during normal business hours at the Case Intake and Publication Office.

**FOR FURTHER INFORMATION CONTACT:** Gina Grippando, Counsel for Regulatory and Public Affairs, Federal Labor Relations Authority, Washington, DC 20424, (202) 218-7776.

**SUPPLEMENTARY INFORMATION:** Section 4314(c) of Title 5, U.S.C. requires each agency to establish, in accordance with regulations prescribed by the Office of Personnel Management, one or more PRBs. The PRB shall review and evaluate the initial appraisal of a senior executive's performance by the supervisor, along with any response by the senior executive, and make recommendations to the final rating authority relative to the performance of the senior executive.

The following individuals have been selected to serve on the FLRA's PRB:

Sarah Whittle Spooner, Executive Director; Peter A. Sutton, Deputy

General Counsel; Richard S. Jones, Atlanta Regional Director; William R. Tobey, Chief Counsel; Kimberly D. Moseley, Executive Director, Federal Service Impasses Panel; and Bruce Gripe, Chief Operating Officer, Office of Special Counsel.

Dated: August 3, 2016.

**Sarah Whittle Spooner,**

*Executive Director.*

[FR Doc. 2016-18614 Filed 8-4-16; 8:45 am]

**BILLING CODE P**

## FEDERAL TRADE COMMISSION

[File No. 1410042; Docket No. C-4586]

**Victrex, plc; Invibio, Limited; and Invibio, Inc.**

**AGENCY:** Federal Trade Commission.

**ACTION:** Consent Order and Statement of the Commission.

**SUMMARY:** The Commission has approved a final consent order in this matter, settling alleged violations of federal law prohibiting unfair methods of competition, and has issued a Statement of the Commission. The attached Analysis to Aid Public Comment and Statement of the Commission describe both the allegations in the Complaint and the terms of the Decision and Order.

**DATES:** Issued on July 13, 2016.

**SUPPLEMENTARY INFORMATION:**

**Analysis of Agreement Containing Consent Order To Aid Public Comment**

### I. Introduction

The Federal Trade Commission has approved a final consent order with Victrex plc and its wholly owned subsidiaries Invibio Limited and Invibio, Inc. (collectively, “Invibio”). Invibio makes and sells implant-grade PEEK, a high-performance polymer contained in implantable devices used in spinal interbody fusion and other medical procedures. The order seeks to address allegations that Invibio used exclusive supply contracts to maintain its monopoly power in the market for implant-grade PEEK, in violation of Section 5 of the Federal Trade Commission Act, 15 U.S.C. 45.

The order requires Invibio to cease and desist from enforcing most exclusivity terms in current supply contracts and generally prohibits Invibio from requiring exclusivity in future contracts. The order also prevents Invibio from adopting other mechanisms, such as market-share discounts or retroactive volume discounts, to maintain its monopoly power.

The order was placed on the public record for 30 days in order to receive comments from interested persons. Comments received during this period became part of the public record. After the public comment period, the Commission determined to make the proposed order final.

The purpose of this analysis, which was placed on the Commission Web site on April 27, 2016, was to facilitate public comment on the proposed order. It is not intended to constitute an official interpretation of the complaint, the consent agreement, or the order, or to modify their terms in any way. The consent agreement is for settlement purposes only and does not constitute an admission by Invibio that the law has been violated as alleged in the complaint or that the facts alleged in the complaint, other than jurisdictional facts, are true.

### II. The Complaint

The complaint makes the following allegations.

#### A. Industry Background

Implant-grade PEEK has properties, such as elasticity, machinability, and radiolucency, that are distinct from other materials used in implantable medical devices, such as titanium and bone. These properties make PEEK especially suitable for many types of implantable medical devices, particularly spinal interbody fusion devices. Invibio was the first company to develop and sell implant-grade PEEK. The United States Food and Drug Administration (“FDA”) first cleared a medical device containing Invibio PEEK in 1999. Upon introducing implant-grade PEEK, Invibio sold the product to its medical device maker customers under long-term supply contracts, many of which included exclusivity requirements.

For a number of years, Invibio was the only supplier of implant-grade PEEK. In the late 2000s, however, first Solvay Specialty Polymers LLC (“Solvay”) and then Evonik Corporation (“Evonik”) took steps to enter the market. The FDA cleared the first spinal implant device containing Solvay PEEK in 2010, and the first one containing Evonik PEEK in 2013.

#### B. Invibio’s Use of Exclusivity Terms To Impede Competitors

Invibio responded to Solvay’s and Evonik’s entry by tightening and expanding the scope of exclusivity provisions in its supply contracts with medical device makers. Invibio did this to impede Solvay and Evonik from developing into effective rivals. Invibio

knew that if Solvay and Evonik could gain reputation and experience, in particular, by developing supply relationships with leading medical device makers, this would validate their status as PEEK suppliers with other potential PEEK buyers and ultimately lead to significant price competition—painful for Invibio but beneficial to medical device makers.

Invibio extracted exclusivity terms from customers both by threatening to withhold critical supply or support services and by offering minor inducements. For example, Invibio threatened to withhold access to new brands of its PEEK and to Invibio’s FDA master file if a customer declined to purchase exclusively from Invibio. Where necessary, Invibio offered small price discounts in exchange for exclusivity.

Due to Invibio’s efforts, nearly all medical device makers that purchase PEEK from Invibio do so under contracts that impose some form of exclusivity. Although precise exclusivity terms vary, they generally take one of three forms: (1) Requiring the use of Invibio PEEK for all PEEK-containing devices; (2) requiring the use of Invibio PEEK for a broad category of PEEK-containing devices; or (3) requiring the use of Invibio PEEK for a list of identified PEEK-containing devices. Even where exclusivity terms apply at the device level, *i.e.*, to a list of specified devices, the foreclosure effect is substantial: The list often includes nearly every device in the customer’s portfolio and the customer thus cannot source substantial volumes of PEEK from Invibio’s competitors. Taken together, Invibio’s exclusive contracts foreclose a substantial majority of PEEK sales from Invibio’s rivals.

#### C. Invibio’s Monopoly Power

Both direct and indirect evidence demonstrate that Invibio has monopoly power in the market for implant-grade PEEK. Invibio has priced its PEEK substantially higher than competing versions of PEEK, without ceding material market share, and has impeded competitors through its exclusive contracts. In addition, Invibio has consistently held an over-90% share of a relevant market with substantial entry barriers, which indirectly evidences its monopoly power. PEEK has distinctive properties from other materials used in spinal and other implants. Physician preferences typically drive the choice of materials used in an implant, and these preferences largely reflect material properties rather than price. Other materials are therefore not sufficiently