Standards & Patents: The Increased Interplay Between the Two

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The interplay between standards and patents has increased over the last few years. Standards development organizations (SDOs) are continuing to promulgate new common specifications. Patent owners are trying to develop and gain international acceptance for new ideas by implementing them in a standard while simultaneously seeking to protect their innovation in patents. Implementers of the patents are trying to bring the technology to the user while concurrently maintaining an adequate bottom line when the licensed technology is accepted into a new standard. The interplay is causing an increased tension amongst the rights of various stakeholders, thereby resulting in cases being brought before the courts, many of which are asking questions of first impression.

I. BACKGROUND

A. What is a Standard And A Standard Development Organization (SDO)?

A standard is an established norm or a common technology specification. *Broadcom Corp. v. Qualcomm Inc.*, 501 F.3d 297, 303 (3d Cir. 2007). The OMB Circular A-119, Revised, defines the term “standard” or “technical standard” as including:

1) “Common and repeated use of rules, conditions, guidelines or characteristics for products or related processes and production methods, and related management systems practices; and

2) The definition of terms; classification of components; delineation of procedures; specification of dimensions, materials, performance, designs, or operations; measurement of quality and quantity in describing materials, processes, products, systems, services, or practices; test methods and sampling procedures; or descriptions of fit and measurements of size or strength.”

Office of Management and Budget (1998, Feb. 10), *Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities* (OMB Circular A-119), Washington, DC. Within the telecommunications industry, a standard is a mechanism for ensuring interoperability within a technical system. *Research In Motion Ltd. v. Motorola*, 644 F.Supp.2d 788, 790 (N.D. Tex. 2008). As a case in point, a standard may determine how a mobile wireless device communicates with another device. *Id.* A standard may also identify how a consumer “place(s) and receive(s) telephone calls, send(s) and receive(s) emails, and connect(s) to the Internet.” *Id.*

Intellectual property rights (IPRs), specifically patents, which practice or read on a standard are considered “essential patents.” An essential patent is “essential to the
standard” and claims “technologies selected by a standards development organization.” Id. Once a standard is adopted, companies are “locked in” to the technology included in the standard and must, in effect practice the standard if the company is to produce a product within the respective line of technology. See id. at 790-91. Therefore, essential patents gain “undue significance as a result,” and patent owners of essential patents, because those practicing the technology will also be practicing the essential patent. Id. Those practicing the technology have no choice but to license the technology from the essential patent owner, or risk patent hold-up. See U.S. Philips Corp. v. ITC, 424 F.3d 1179, 1192 (Fed. Cir. 2005).

Patent-hold-up is a situation where licensors refuse to grant a license to a patent that a licensee must have to practice a particular technology. See Anne Layne-Farrar et. al., Preventing Patent Hold UP: An Economic Assessment of Ex Ante Licensing Negotiations in Standard Setting, 37 AIPLA Q.J. 445, 451 (2009). Another way to hold-up would be by setting excessive royalty fees or less favorable terms than could have been set before the standard became successful. See, Claudia Tapia, Industrial Property Rights, Technical Standards and Licensing Practices (FRAND) in the Telecommunications Industry, Heymanns (2010) at 11 et seq.; cf. Broadcom Corp. v. Qualcomm, Inc, 501 F.3d 297 (2007). In essence, the patent holder attempts, and may succeed, to hold a particular “standardized technology market hostage” by refusing to license a patent critical the licensee’s business or demanding and excessive price. Id. See Jim Harlan, Antitrust Implications of Standard Essential Claims, State Bar Intellectual Property Law Section Newsletter (Fall 2010), at 13, available at http://www.texasbariplaw.org/newsletters/fall_2010.pdf.

Standards are developed through standards development organizations (SDOs), sometimes also referred to as standards setting organizations (SSOs). Broadcom, 501 F.3d at 303. A SDO is a body of interested members working together to further a shared technical objective. Jim Harlan, Antitrust Implications of Standard Essential Claims, at 13. Specifically:

"SDOs develop technical standards that impact our daily lives in various technologies, including telecommunications. The member participants of the SDO typically include technologists with a lot of knowledge in a particular field. As the participating members work together to further their shared technical objective, they may contribute technology protected by intellectual property rights (IPR), specifically patents, which may exist in the final published standard."


B. Licensing Commitments Associated with Standards

SDOs reduce the likelihood of patent hold-up by requiring its participants to commit to either a participation-based or declaration-based . When a licensing commitment is participation-based, by virtue of participating in a working group, the participant is thereby subject to the IPR policy of the SDO, as seen in the W3C, for example. Conversely, a declaration-based SDO does not automatically obligate a participant to the licensing commitments specified by the organization's IPR policies, but rather encourages that the participants commit to license essential patents through a declaration process.
Thus:

"Participating members are required to identify the existence of patented (or patent-pending) technology in the standard and to submit patent licensing declarations that they are committed to license under FRAND (fair, reasonable and non-discriminatory) terms or under RF (royalty-free) conditions to an unrestricted number of implementers of the standard. That patent license declaration can apply to Essential Patents or to Essential Patent Claims, depending upon the IPR Policies of the SDO."

Jim Harlan, Antitrust Implications of Standard Essential Claims, at 13. Thus, the rights that flow from a patent license commitment may vary, but the very essence of a non-exclusive patent license is “a promise by the licensor not to sue the licensee.”

Licensing commitments for particular SDO IPR policies vary greatly. For example, some SDOs request “an assurance”1, while others require that the Patent Holder is “prepared to grant” a license2, and yet others declare they “will grant” a license if requested3 to an unrestricted number of implementers. While a commitment or promise to grant a patent license may not be an explicit agreement4, courts have interpreted similar promises as paramount to a licensing obligation. De Forest Radio Tel. & Telegraph Co. v. United States, 273 U.S. 236 (1927) (licenses by operation of law); Wang Labs., Inc. v. Mitsubishi Elects. Am., Inc., 103 F.3d 1571, 1578-1580 (Fed. Cir. 1997) (implying license where the patent holder encouraged the defendant to use the patent holder’s invention); McCoy v. Mitsubishi Cutlery, Inc., 67 F.3d 917, 920 (Fed. Cir. 1995) (“the entire course of conduct between a patent or trademark owner and an accused infringer may create an implied license”); and Wang Labs., 103 F.3d at 1580; Forest Labs., Inc. v. Abbott Labs., 339 F.3d 1324, 1329 (Fed. Cir. 2003), cert. denied, 540 U.S. 1109 (2004) (noting that estoppel “may be imposed in a patent case when a patentee induces another party to believe that it will not sue that party for infringement”). At least one SDO has attempted to clarify the confusion by placing the notice “[t]his declaration does not represent an implied license grant” at the top of its license declaration form to assuage declarants’ concerns. See, www.atsc.org for further details. No reason may exist to affirmatively ask for a license, and contributors and other participants in the standards development process often make no request that implementers execute a license.5 So how does one know when one is likely to need to sign an actual patent license? The answer varies from working group to working group, depending upon the SDO.

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4 C.f., an “invitation to treat” or “invitation to bargain” that express a willingness to negotiate.

5 Some companies employ this technique as a matter of practice, for example, the Microsoft Open Specification Promise that provides a covenant not to assert. See also Cisco’s IPR declaration at the IETF that covenants not to assert.
II. ISSUES SURROUNDING STANDARDS AND PATENTS

Several issues regarding standards and patents arise whenever a new policy or regulation is domestically or internationally proposed. Below is a summary of some of the issues.

C. The Definition of Essential Patent Should Include Non-Commercially Feasible Alternatives

The definition of “essential patent” on its face appears to be simple. However, the question of what is considered an essential patent is ultimately a question of scope and coverage – what patents should be considered essential, thereby potentially triggering the requirement that the patent owner license the essential patent under their previously committed FRAND (fair, reasonable and non-discriminatory) or RAND (reasonable and non-discriminatory) terms.

One issue is whether the essential patent definition encompasses the existence of a non-technically or a non-commercially feasible alternative. A non-technically feasible alternative encompasses only technical solutions or solutions which get a “standard to work.” Anne Layne-Farrar et. al., Pricing Patents for Licensing in Standard Setting Organisations: Making Sense of FRAND Commitments, at 13, (Oct. 17,2006), available at http://ssrn.com/abstract=937930. A non-commercially feasible alternative encompasses technical, financial, and other business-related reasons which would make the alternative economically infeasible. See U.S. Phillips Corp., 424 F.3d at 1194. For example, one non-commercially feasible alternative is an alternative that is expensive, essentially manufacturing of the product using that technology impractical.

SDOs utilize both the non-technically and the non-commercially feasible alternatives in their definitions of essential patents. For example, ETSI defines essential intellectual property rights (IPR) as that which is “not possible on technical (but not commercial grounds)...to make, sell, lease, otherwise dispose of, repair, use or operate Equipment or methods which comply with a standard without infringing that IPR.” See ETSI RULES OF PROCEDURE Annex 6, Art. 15.6, (Apr. 8, 2009) available at http://www.etsi.org/WebSite/document/Legal/ETSI_IPR-Policy.pdf (emphasis added). IEEE defines an essential patent claim as “any Patent Claim the use of which was necessary to create a compliant implementation of either mandatory or optional portions of the normative clauses of the [Proposed] IEEE Standard when...there was no commercially and technically feasible non-infringing alternative.” See IEEE-SA STANDARDS BOARD BYLAWS (emphasis added).

A non-commercially feasible alternative wording is broader in scope and coverage, including non-technically feasible alternatives. Therefore, organizations incorporating such a definition encourage greater participation and broader acceptance of the proposed standards.

D. Licensing Agreements Should Stipulate An Essential Patent and Not to Essential Patent Claims

IPR policies for different SDOs specify licensing commitments that apply to either an essential patent or to an essential patent claim. For example, the American National Standards Institute (ANSI) and IEEE both require that patent holders license essential patent claim(s) as part of their respective licensing commitments from the patent holders. See ANSI ESSENTIAL REQUIREMENTS: DUE PROCESS REQUIREMENTS FOR AMERICAN NATIONAL STANDARDS §3.1; IEEE-SA STANDARDS BOARD BYLAWS §6. However, ETSI require patent holders to license any essential as part of their licensing commitment.

As in the issue with the definition of essential patent mentioned above, the issue surrounding licensing commitments to an essential patent versus an essential patent claim
rests in scope and coverage – what does a previously committed license commitment cover? Does the license commitment trigger the FRAND and RAND commitments of the patent owner?

If the licensing commitment applies only to essential patent claims, then what of the non-essential patent claims? Can one patent be bifurcated such that two different licenses are executed for the same patent – one for essential claims and one for non-essential claims?

As will be discussed below in further depth, IPR policies should apply only to an essential patent so as to not run afoul of the fundamental concepts of patent law: one patent, one invention, one monopoly. Otherwise, there is a risk to harm strongly consumers through opportunistic behavior of some patentees.

E. Determination of Reasonable Royalties Under FRAND Should Be Value Based and Not be Based on Numeric Proportionality

A court typically determines reasonable royalties using the Georgia-Pacific factors. However, in recent years, another option is being proposed by some companies having large intellectual property or patent portfolios as satisfying a FRAND commitment – numeric proportionality. Numeric proportionality is a concept where each company or organization contributing patents to a standard would “receive a share of the total royalties for the entire standard in proportion to the number of patents it reports as ‘essential.’” Anne Layen-Farrar, et. al., Pricing Patents for Licensing in Standard Setting Organisations: Making Sense of FRAND Commitments, at 4 (Nov. 2006) available at http://papers.ssrn.com/sol3/papers.cfm?abstract_id=937930. The concept was developed as an outcropping from patent pool arrangements to facilitate overall lower transaction costs and improve efficiencies and equity among pool members. Id. at 1 and 4.

The problem with numeric proportionality is that it places all essential patents on an even playing field without regard to the value of the invention described in the patent itself. Thus, patent owners will be driven by the numbers – concerned with identifying any patent as an essential patent versus developing quality, valuable inventions in a patent. Furthermore, additional costs associated with determining which patents are legitimately “essential” may at least balance out or even exceed any gains in lowered transaction costs.

The first major telecommunications case where the concept of numeric proportionality, royalties, and FRAND commitments were brought was filed before the European Commission in 2006. Id. at 3-4. In this case, the complainants argued that “all patents which are ‘essential’ to a standard should be regarded as equally valuable and treated symmetrically, since all afford patent holders the same market power (or hold up power) ex post.” Id. at 11-12. Therefore, extending this same line of thought, the complainants proposed that “royalties satisfying the FRAND promise are those that are proportional to the number of essential patents contributed to the standard.” Id. at 12.

Subsequent to this case, the concept of numeric proportionality has been proposed in a number of different contexts. For example, in September 20, 2005 the concept was proposed, and later on rejected, as “Minimum Change Optimum Impact” before the TSI General Assembly Ad Hoc Group. Additionally, Nokia, Sony, and Ericsson released a joint statement in April 14, 2008 indicating they would agree to license their 3GPP Long Term Evolution (LTE) portfolios under “flexible licensing arrangements according to the licensor’s proportional share of all standard essential IPR.” Press Release, Ericsson, Wireless Industry Leaders commit to framework for LTE technology IPR Licensing, available at http://www.ericsson.com.
In general, the concept of numeric proportionality does not appear to have gained any traction outside the several proposals in Europe. The concept may never gain traction within the United States as the numeric proportionality would hinder new companies from entering the market so that it would strongly damage the competitive environment, which would lead in less innovate or more expensive products for consumers. In conclusion adding proportionality to the definition of FRAND would only benefit companies with large existing patent portfolios at the expense of small(er) or new technology companies.

F. Entire Market Value Rule (EMV) Should be Applied Sparingly

One of the methods of determining the base amount for calculating a reasonable royalty rate is the Entire Market Value Rule (EMV). The EMV is the application of the entire device as the base amount for calculating royalties, as opposed to only using the relevant component as the basis. *Uniloc USA v. Microsoft*, Nos. 2010-1035, 2010-1055, 2011 WL 9738, at * 16-*25 (Fed. Cir. Jan. 4, 2011). “Under the entire market rule, damages are recoverable only if the patented apparatus was of such paramount importance that it substantially created the value of the component parts.” *Rite-Hite Corp. v. Kelley Co., Inc.*, 56 F.3d 1538, 1549 (Fed. Cir. 1995). In 2009, the Federal Circuit issued an opinion upholding the 1995 decision of Rite-Hite Corporation in the decision of *Lucent Technologies versus Gateway*. 580 F.3d 1301 (Fed. Cir. 2009). In *Lucent*, the Federal Circuit indicated that for the EMV to apply, the “patentee must prove that the patent-related feature is the basis for customer demand.” *Lucent Techs., Inc. v. Gateway, Inc.*, 580 F.3d 1301, 1336 (Fed. Cir. 2009).


On the other hand, cases where the EMV is not applied are more prevalent. For instance, in *Uniloc USA, Inc. v. Microsoft Corp.*, the Court of Appeals for the Federal Circuit (CAFC) rejected Uniloc’s expert’s use of the EMV to determine total damages when the “patented component does not create the basis for customer demand.” 2011 WL 9738, at *51. In *IP Innovation v. Red Hat*, the Eastern District of Texas Court indicated that the expert report and testimony of an expert was inadmissible to support an EMV basis for reasonable royalty damages. 705 F.Supp.2d 687 (E.D. Tex. March 2, 2010). In *Fenner Investments, Limited v. Hewlett-Packard Company*, the damage expert’s report was inadequate for applying the EMV to establish a royalty base. 2010 WL 3911372 (E.D. Tex. April 16, 2010). In *Laserdynamics, Incorporated v. Quanta Computer, Incorporated*, the application for the EMV was against the great weight of the evidence. 2010 WL 2331311 (E.D. Tex. June 9, 2010).

The application of EMV as the basis for determining a reasonable royalty should be used sparingly. As stated in *Rite-Hite* and again in *Lucent*, only when the patent feature substantially creates value for the entire apparatus or is the basis for customer demand should the entire apparatus be used as the basis.
G. Patent Holders Should Provide An Ex Ante Disclosure of the Most Restrictive Terms

The disclosure of ex ante licensing terms in SDOs has met with some controversy over the years, specifically as it relates to antitrust and competition. In 2007, the U.S. Department of Justice and Federal Trade Commission issued a joint agency conclusion that ex ante consideration of licensing terms by SDO participants can be procompetitive. U.S. Department of Justice and Federal Trade Commission, *Antitrust Enforcement and Intellectual Property Rights: Promoting Innovation and Competition*, at 7 (April 2007), available at http://www.justice.gov. Recently, in its Horizontal Guidelines, the European Commission endorsed the use of ex ante disclosure of the most restrictive licensing terms, which includes the likely cost of the IPR, so that parties involved in the selection of a standard would be fully informed. Draft Communication from the European Commission, *Guidelines on the applicability of Article 101 of the Treaty on Functioning of the European Union to horizontal co-operation agreements*, at paragraph 299 ( ), available at http://ec.europa.eu. Disclosing the most restrictive terms enables participants and implementers the benefit of making an informed decision with regards to a particular standards.

IEEE likewise encourages patent holders to disclose such terms in its Patent Policy:

“At its sole option, the Submitter may provide with its assurance any of the following:

i) a not-to-exceed license fee or rate commitment,

ii) a sample license agreement, or

iii) one or more material licensing terms.”


H. Licensing Commitments Should Follow the Patent

Licensing commitments made to SDOs should follow the patent and should not change if the patent is sold or otherwise assigned to a new owner. For example, if Company A purchases Essential Patent #1 from Company B, the licensing commitment made to SDO X by Company B regarding Patent #1 should also apply to Company A. Therefore, if Company B agreed to license Essential Patent #1 under FRAND terms to SDO X, then the same commitment to license under FRAND terms should also apply to Company A after Company A acquires Essential Patent #1.

Several SDOs already provide for this scenario. For instance, ETSI indicates that “it is desirable...when ownership of an ESSENTIAL IPR is transferred, any applicable licensing undertaking should automatically transfer to the new owner.” ETSI GUIDE ON INTELLECTUAL PROPERTY RIGHTS (IPRS), at 60 (Nov. 27, 2008), available at http://www.etsi.org/WebSite/document/Legal/ETSI_Guide_on_IPRs.pdf (emphasis maintained)

IEEE’s Standards Board Bylaws states that:

“The Submitter of a Letter of Assurance shall agree (a) to provide notice of a Letter of Assurance either through a Statement of Encumbrance or by binding any assignee or transferee to the terms of such Letter of Assurance; and (b) to require its assignee or transferee to (i) agree to similarly provide such notice and (ii) to bind its assignees or transferees to agree to provide such notice as described in (a) and (b).”
IEEE-SA STANDARDS BOARD BYLAWS §6.2. Such a provision within the IEEE Bylaws prevents the Submitter from “circumventing or negating any of the representations and commitments made in such Letter of Assurance.” Id. The Telecommunications Industry Association (TIA) provides that the “commitment is irrevocable and the Patent Holder undertakes to notify its assignee or transforee of the commitment in the event of a transfer of rights in the relevant patents.” GUIDELINES TO THE INTELLECTUAL PROPERTY RIGHTS POLICY OF THE TELECOMMUNICATIONS INDUSTRY ASSOCIATION.

Having licensing commitments follow the patent prevents patent owners from circumventing their previously disclosed licensing commitment. Such provisions allow for licensing and standards policies to be balanced among the licensee, licensor, and the users of the products produced under the license.

I. Licensing Commitments Made on International Standards Should Transfer If the Identical or Nearly Identical International Standard is Nationalized

Licensing commitments made to an international standard should be the default commitment when the same standard is nationalized, if the national standard is identical or nearly identical (e.g., modified) to the international standard. See Business in China Position Paper 2010/2011, *146 (2010), available at http://www.europeanchamber.com.cn/view/static/?sid=7479 (making similar recommendation). A regional or national standard which is identical to an international standard is standard which:

"a) the regional or national standard is identical in technical content, structure and wording (or is an identical translation); or

b) the regional or national standard is identical in technical content and structure, although it may contain the following minimal editorial changes:

- substitution of a decimal comma by a decimal point;
- correction of any misprints (e.g. spelling errors) or pagination changes;
- deletion of text in one or several languages from a multilingual International Standard;
- inclusion of any technical corrigenda or amendments issued to the International Standard;
- changes to the title to be consistent with an existing regional or national series;
- substitution of “this International Standard” by “this regional/national standard”;
- inclusion of any regional or national informative material (e.g. informative annexes that do not alter, add to or delete from the provisions of the International Standard); examples of informative material are advice to users, training guidance or suggested forms or reports;
- deletion of informative preliminary material from the International Standard;
- addition, for informative purposes, of recalculated values of quantity units where a different measurement system is used in an adopting country."

A nearly identical or modified international standard is a national standard which is similar in substance but which may have a few modifications. Such modifications may include:

"a) 'The regional or national standard contains less'
   The regional or national standard only applies a subset of the available choices in the International Standard, has less stringent requirements, etc.

b) 'The regional or national standard contains more'
   The regional or national standard adds aspects or types, has more stringent requirements, includes additional tests, etc.

c) 'The regional or national standard alters a part of the International Standard'
   Part of the content is identical, but both the regional or national standard and the International Standard contain some differing requirements.

d) 'The regional or national standard provides an alternative choice'
   The regional or national standard provides a provision of equal status, which may be used as an alternative to that given in the International Standard."

*Id.* at 4.

For example, if Country Z nationalizes International Standard #2 in identical form (without any changes), then licensing commitments made by Company A with respect to Essential Patent #1 with respect to International Standard #2 should also apply to the standard as nationalized by Country Z. Therefore, if Company A agreed to license Essential Patent #1 under FRAND terms should also apply when Country Z adopts and nationalizes International Standard #2 in identical form. The same situation applies if Country Z nationalizes a nearly identical form (e.g., one which provides a provision of equal status) of International Standard #2.

There is also the situation where a regional standard gets endorsed voluntarily by a national SDO. That national SDO then transposes, e.g., by using a normative reference, the regional standard into a national specification of that SDO. GSM is an example of this adoption throughout the world.

### III. CONCLUSION

The interplay of standards and patents requires a balance between the rights of patent right holders, technical contributors, and implementers of the standard. Many questions associated with standards and patents are arising within SDOs and before the courts internationally. Legal questions being presented before the court are in many instances cases of first impression. It will be interesting to see the direction the courts push this area of law in the future.

**Jim Harlan** has been an attorney with Research In Motion since 2009. As Senior Attorney, Jim practices in the Patent & Standards Strategy group, and spends substantial time on IPR policy issues throughout the world. In advocating IPR Policy, Jim interacts with law makers from other countries and helps create standards organizations, in addition to providing input on new legislation, IPR position papers, and *amicus* briefs. He enjoys building alliances and creating consensus to further RIM’s goals in the global arena of IPR/Standards Policy.

Prior to joining RIM, Jim was IP Counsel for Siemens with a particular emphasis on patent asset strategy that included risk management and acquisition. Also he has drafted and prosecuted numerous patent applications. Prior to going in-house, Jim was a patent
litigator for 5 years and had the pleasure of working with (now Chief Justice) John Roberts on a case argued before the U.S. Supreme Court.

Jim has a Master’s of Business Administration in Finance and Marketing from the University of Texas at Dallas. He earned a Bachelor’s Degree in Chemistry, a Master’s Degree in Computer Science, and a Law Degree from Wayne State University in Detroit, Michigan. Jim started his technical studies in Biochemical Engineering at the University of Texas at Austin.

He is active in the legal community as Co-Chair of the Dallas Chapter of the Licensing Executive Society; a member of the Information Technology Industry Counsel, Standards Policy Committee; and sits on various other IPR Standards Policy committees (e.g., AIPLA, IPO, TIA).

Jim grew-up in Dallas having attended St. Marks School of Texas. He lives in Plano with his wife and 4 children.

Hope Shimabuku is part of the Patent and Standards Strategy team at Research in Motion (RIM). As Legal Counsel, she drafts position papers on intellectual property rights, represents RIM in meetings related to international public policy and legislation, and engages in international patent strategy activities. Prior to this role at RIM, Hope helped to manage and organize RIM’s patent litigation, manage outside counsel, and identified internal positions on non-infringement, invalidity and other claims.

Prior to joining RIM, Hope was in private practice with a particular emphasis on patent and trademark prosecution. She has drafted and prosecuted numerous patent and trademark applications. She clerked for now Chief Justice Carolyn Wright of the Texas Fifth Court of Appeals and also served as a legal intern at the Chinese Christian Herald working with Chinese immigrants.

Prior to attending law school, Hope was employed as a Process Engineer and Quality Manager for Procter & Gamble and as a Project Manager for Dell Computer Corporation.

Hope completed a Bachelor of Science in Mechanical Engineering at the University of Texas and graduated from the Southern Methodist University Dedman School of Law cum laude.

Hope has demonstrated strong leadership through roles such as President of the Dallas Asian American Bar Association; a Director of the Dallas Bar Association Board of Directors; and Council Member for and Chair of the Diversity Task Force for the State Bar of Texas – Intellectual Property Section. She is also an active member of a number of other legal and community organizations. She is often asked to speak and is appointed to committees addressing topics regarding diversity, minority representation, career development, organizational planning, and intellectual property.

Hope was recently recognized as the 2010 Corporate Counsel Rookie of the Year by the Dallas Business Journal. She is also a Sustaining Fellow of the Dallas Association of Young Lawyers and a Fellow of the Dallas Bar Foundation.

Hope is a native Texan, born and raised in Houston, Texas. She and her husband are co-owners of a restaurant located close to their home in Flower Mound, Texas. She is a mother of two daughters.

Research In Motion (RIM), is the designer and manufacturer of the award-winning BlackBerry smartphone, used by millions of people around the world. The company also creates software for businesses and the operating system that allows the BlackBerry smartphone to provide mobile access to email, IM, apps, media files, the Internet and more.