

**DISTRICT OF COLUMBIA COMMISSION
ON JUDICIAL DISABILITIES AND TENURE**
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July 17, 2023

COMMISSION DETERMINATION AND UNDERTAKING

**In the Matter of the Honorable Melvin R. Wright,
Senior Judge, Superior Court of the District of Columbia**

This Determination and Undertaking resolves issues brought to the Commission’s attention in May 2024 regarding Judge Melvin R. Wright, namely Judge Wright’s misuse of the prestige of the judicial office and improper use of court resources in furtherance of his personal mediation and arbitration business (hereafter “Mediation Business”) through an entity he formed, MRW Mediation, LLC (“MRW Mediation”). The Commission learned that the conduct in question occurred over a period of years during Judge Wright’s two (2) four-year terms as a Senior Judge of the D.C. Superior Court.

Shortly after the Commission became aware of the conduct but prior to the Commission’s formal notification to Judge Wright regarding the Commission’s potential concerns, the judge informally notified Commission Staff and Special Counsel of his intent to fully retire upon completion of his current term on August 21, 2024.

On June 12, 2024, the Commission formally notified Judge Wright of its ongoing inquiry, the Commission’s concerns, and its intention to discipline him despite his impending retirement and otherwise exemplary service. Shortly thereafter, Judge Wright contacted the Commission, conceded the improper conduct, and fully cooperated with the Commission’s inquiry. Judge Wright personally met with the Commission’s Special Counsel and designated Commissioners for several hours to aid in the Commission’s understanding of the scope of the conduct and to remedy any ongoing harm. Judge Wright also voluntarily provided information to the Commission and its Special Counsel and took immediate steps to remediate the conduct.

As discussed more fully herein, the Commission determined that this resolution is appropriate in this case, and that no further action is required, based on: (i) the totality of the circumstances, (ii) the harm to both the public, the Bar, and the judiciary when a judge misuses the prestige of the judicial office and/or improperly uses court resources for personal gain, even if unintentional; (iii) the importance of recognizing how even a negligent or careless crossing of the line can evolve into potentially more serious ethical mishaps; (iv) the fact that certain remediation concerns can only be accomplished with public notice, (v) the importance of awareness for the DC Courts, the Bar,

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and the public; (vi) deterrence of similar conduct in the future; and (vii) restoring and maintaining the public's trust in our courts.

Senior Judge Terms

Judge Wright formally retired as an Associate Judge of the D.C. Superior Court on August 5, 2016, after 18 years of distinguished service. After requesting the Commission's recommendation for an initial appointment as a senior judge prior to his retirement and a several month review process, the Commission recommended Judge Wright for a 4-year term on August 15, 2016. Then-Chief Judge Lee F. Satterfield formally appointed Judge Wright as a senior judge effective August 21, 2016.

During his first term, Judge Wright served in several community courts, namely the Drug Court, the Landlord and Tenant Court, and the Mental Health Court. Although Judge Wright completed his first term as a senior judge, his last court matter was in December 2019 due to the Covid-19 pandemic. Judge Wright reapplied for a second 4-year term in 2020 and was recommended by the Commission on August 12, 2020. Thereafter, then-Chief Judge Robert Morin formally reappointed Judge Wright as a senior judge, effective August 21, 2020. Despite Judge Wright's intent to serve at the time of his reappointment, he never returned to active service after the pandemic. Judge Wright's current term will expire on August 21, 2024.

MRW Mediation, LLP

Judge Wright formed MRW Mediation in North Carolina on December 22, 2016. After changing residence, Judge Wright filed a formal dissolution notice of MRW Mediation in North Carolina on March 25, 2024. MRW Mediation was formed and duly registered in Georgia on May 15, 2023, and renewed on February 27, 2024.

Judge Wright represented that the purpose of MRW Mediation was for him to conduct Mediation Business during retirement, as permitted by ethical rules. Judge Wright estimated that his annual MRW Mediation income ranged between \$0 and \$21,000 through the end of 2019, and between \$17,000 to \$106,000 from 2020 to the present during a period he was not actively sitting as a senior judge.

Judge Wright's Commingling of Personal / Business Emails, Use of His Court "dcsc.gov" Email and Court Resources and Other Practices

The Commission finds and Judge Wright concedes that:

- He commingled his Mediation Business emails and contacts with his court "dcsc.gov" email and contacts. The commingling increased during and after the Covid-19 pandemic.
- He used his court "dcsc.gov" email for his Mediation Business including, but not limited

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to, communications with current and prospective clients on substantive matters as well as engagement/agreement and billing/invoicing matters.

- He listed his court “dcsc.gov” email as his email contact on Mediation Business records including, for example: (i) client agreements; and (ii) MRW Mediation invoices.
- He referred to himself as “Judge Melvin Wright” on certain business records, such as invoices, which also referenced his court “dcsc.gov” email. While Judge Wright represents that he did not require lawyers or parties to refer to him as “judge” in correspondence or proceedings, he acknowledges that many did so as a matter of practice, out of habit and/or respect for his prior and current position on the court.
- On occasion, he used his court-issued iPad for his Mediation Business.
- On occasion, he used the DC Courts’ IT Department to assist with and/or resolve technical issues related to his court-issued iPad and court “dcsc.gov” email where he had commingled his Mediation Business communications.¹

Although Judge Wright set up and intended to use a business-related gmail account for MRW Mediation, he is not well-versed in technology and found the gmail account difficult to use. He was more familiar and comfortable with his court email and operating system. As a result, once email communications started on or were transferred to his court “dcsc.gov” email, he increasingly continued to use his court email for his convenience in Mediation Business matters and to avoid the technology and frustrations of his personal/business gmail. Over time, the use of his court “dcsc.gov” email increased. By the 2022-2024 time period, most or all of the judge’s Mediation Business communications were through his court “dcsc.gov” email, Mediation Business invoices included the judge’s court “dcsc.gov” email as his only email contact, and Mediation Business agreements and invoice signature lines listed “Judge Melvin R. Wright.” Judge Wright also used the DC Court IT services on occasion when he had technical questions regarding his email.

Judge Wright recognizes and appreciates now how his misuse of court resources, combined with the substance of his Mediation Business communications and the use of his title in his Mediation Business, could have a potentially negative, misleading, and coercive impact (actual or perceived) on members of the public and/or the Bar. However, Judge Wright did not think about that during the period in question. Further, he did not consider possible ethical or court policy prohibitions nor did he seek advice from the Advisory Committee on Judicial Conduct or DC Court leadership.

Although Judge Wright understands that it was his obligation to know and comply with applicable ethical rules, in response to the Commission’s questions, he said he did not recall receiving any training or reminders on these issues during his tenure as Associate Judge or Senior Judge. In

¹ The Commission did not conduct interviews of the Court’s IT department but, based on the information provided by Judge Wright, it is reasonable to presume that, given the judge has asserted he did not think about the differentiation between his court and personal business-related matters, it would not have come up in conversation and Court IT personnel would not have been aware of the fact that they were assisting the judge with Mediation Business matters, as opposed to court related matters.

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discussions with Commissioners and Special Counsel, Judge Wright stated that such training or reminders might have alerted him sooner to these issues. Further, Judge Wright did not recall any lawyer or judicial colleague raising the issue with him at any time.

The Arbitration Matter

The Commission became aware of an arbitration matter in which Judge Wright used his official court “dcsc.gov” email and his judicial title while seeking payment of an outstanding Mediation Business invoice (“the Arbitration Matter”). At the time, Judge Wright was a senior judge, but he had not presided over any DC Court matter since December 2019, and the only non-judicial income he received was from his private Mediation Business.

The facts of the Arbitration Matter are important because they highlight how the misuse of the prestige of the judicial office and court resources for personal gain can, among other things: (i) create a perception of improper coercion for the recipient, (ii) cause confusion regarding in what role a judge is acting; (iii) negatively impact the public and its perception of the judiciary, and (iv) undermine the integrity of the court.

In the Arbitration Matter, Judge Wright was engaged through MRW Mediation by the parties in a civil dispute in 2021. At the time, both parties were represented by counsel, and there were several cases pending related to the same underlying facts which involved the flooding and extensive damage to a private condo by a new homeowner. Among the signatory lines on the last page of the arbitration agreement appears “Judge Melvin R. Wright.”

All or most of the communications with the parties’ counsel during that time and throughout the mediation were through Judge Wright’s court “dcsc.gov” email, including at least one email from a judicial colleague who was presiding over one of the pending cases in DC Superior Court.² During the Arbitration Matter, neither counsel of the represented parties raised with Judge Wright the appropriateness of his use of the court’s email in his private capacity as an arbitrator.

According to Judge Wright, the arbitration matter was delayed in 2022 due to the status of the multiple pending cases and, therefore, he billed the parties through counsel for partial payment in 2022, as was his practice, before concluding the matter at the end of 2023. By the end of 2022, all invoices issued by MRW Mediation included Judge Wright’s court “dcsc.gov” email as his email contact and ended with the digital signature “Judge Melvin R. Wright.”

The Arbitration Award and Decision were issued on December 4, 2023. Unlike the engagement agreement and invoices, the Arbitration Award and Decision were signed “Melvin R. Wright, Arbitrator.”

Shortly thereafter, on December 23, 2023, Judge Wright issued and sent an invoice to Attorney A

² The judicial colleague forwarded court documents to Judge Wright after the parties were planning to engage Judge Wright but prior to his formal engagement.

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and opposing counsel for his arbitration services. This is the same invoice Judge Wright later emailed directly to Client A in April 2024, as described below, at page 8.

In pertinent part,

- The invoice is signed by “Judge Melvin R. Wright” and includes Judge Wright’s court “dcsc.gov” email as a point of contact.
- The invoice “Project Title” and “Project Description” refer to the previously assigned case caption and case number in the related civil action in Superior Court of the District of Columbia.

MRW MEDIATION, LLC

INVOICE

December 20, 2023

Fed. Tax ID No.
[REDACTED]

MRW Mediation, LLC
% Melvin Wright
[REDACTED]
[REDACTED]

[REDACTED]@dcsc.gov
(202) [REDACTED]

Attention: [REDACTED]
[REDACTED]

Attention: [REDACTED]
[REDACTED]

Project Title: [REDACTED]
Project Description: Arbitration
Superior Court of the District of Columbia
Case #: [REDACTED]

Description	Quantity	Unit Price	Cost
Preparation Time	6 hrs 10mins	[REDACTED]	3,083.32
TOTAL DUE		\$1,541.66	3,083.32

Terms: Due 30 Days from billing date. Payable to MRW Mediation, LLC; [REDACTED]. The parties have agreed to split the cost in half. **Each party will owe \$1,541.66.** Should you have any questions, please feel free to call or email me.

Sincerely yours,

Judge Melvin R. Wright

On January 17, 2024, Client A and Attorney A concluded their attorney-client relationship, including the fees and expenses owed. In closing communications with Client A, Attorney A accepted final payment by Venmo and wrote:

Thank you [name omitted]. The best of luck to you going forward. You have a lot of mileage left. If I can ever be of future assistance, paid or pro bono, do not hesitate

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to ask. Thank you for all you have/are doing for this Country.

The receipt of Client A’s final payment was confirmed by Attorney A by email.

In the month following, Judge Wright contacted Attorney A regarding his unpaid invoice via unreturned phone messages and email. On February 27, 2024, Judge Wright forwarded the invoice to Attorney A with the subject line “Bill in [name omitted].” Attorney A then forwarded Judge Wright’s email to Client A and wrote the following:

“[Client A],
A final bill from the Judge.
I must have missed it at Christmas.
Hope you are well.”

Judge Wright made several additional attempts to reach Attorney A for payment, which went unanswered.

On April 22, 2024, Attorney A sent an email to “Judge Wright” on his “dcsc.gov” email. In response, Attorney A acknowledged receipt of Judge Wright’s phone calls. However, even though Attorney A had previously conceded his own error in omitting the judge’s bill in the attorney’s final fee and expense discussions with Client A, Attorney A indicated Client A was responsible for payment of the invoice. Attorney A took no responsibility for the lapse and no responsibility in resolving the issue, putting his now former client in the untenable position of resolving the billing issue directly with the judge.

“Judge Wright
I have seen your calls over the last several weeks. I have been emailing [Client A]. My representation is ended. I don't know if [Client A] has sent you a check, but I am connecting you two directly to work this out. Thank you for your patience.”

In response, Judge Wright wrote the following, using his court-issued iPad, including commentary regarding Client A:

“Yes, I have been calling trying to get information as to when the bill will be paid. If your client needs more time, I am willing to do that but I need to hear from [Client A] on this. When we originally agreed to take this case, I told you I generally require a deposit from individuals to avoid being in this situation. I only did not require one since you indicated [Client A] was a responsible person and I should not be concerned. I am hoping this can be resolved quickly. Let me know what [Client A’s] position is. Thanks.
Sent from my iPad”

In response, Lawyer A, with Client A in copy and replying to Judge Wright’s court “dcsc.gov” email, stated:

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“Judge

I apologize. I have not had communication with [Client A] for some time. Last I heard [Client A] moved to Montana” [sic]

On April 26, Client A replied stating:

“Good morning all,

I’m confused. [Lawyer A] and I concluded our professional relationship .on January 17, 2024 by settling my account and closing out. Please see attached emails. [Lawyer A] confirmed receipt of my payments and stated ‘If I can ever be of future assistance, paid, or pro Bono, do not hesitate to ask.’ Thank you.”

In response on the same day, Lawyer A responded to Client A’s email with Judge Wright still in copy on is “dsc.gov” email:

“This bill is from the Judge.”

Judge Wright then responded from his personal cell phone using his “dsc.gov” email:

“On Fri, Apr 26, 2024 at 11:52 AM Wright, Melvin R. <Melvin.Wright@”dsc.gov”> wrote: I am not sure why this bill was not included or sent to you. The bill was sent out on December 28, 2023 to [Lawyer A]. [Lawyer A] should have included this. The agreement for payment was signed by both of you and you each need to decide how this is resolved. Sent from my iPhone”

Client A then replied to all the morning of April 28:

Thank you,

I appreciate this clarification. I now understand that:

[Lawyer A] received an arbitration bill in December 2023.

[Lawyer A] and I settled outstanding bills and closed out our relationship in January 2024 when I made my final payment. Your bill was never provided to me and I was never informed that it existed.

I’m sure it was simply an oversight on [Lawyer A’s] part that I was not informed or provided the bill as we discussed financial issues and settled our account. It would be terrible to imagine that a piece of the financial picture was purposely withheld from me.

I hope you both can understand my position that I’m unable to accept sole financial responsibility for [Lawyer A’s] undoubtedly accidental oversight. If I take responsibility for his error, I’m opening the door for future billing “oversights” to be discovered for expected payment.

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[Lawyer A] had received and retained the arbitration bill when we agreed to end our relationship. Given this, he would be the responsible party.

I understand that everyone is eager to close out this chapter. I'm sure we can come to an agreement, given [Lawyer A's] previous generous pro bono offer."

On April 30 at 5:53pm, Judge Wright replied to Client A with Lawyer A in copy, again from his personal cell phone using his court "dcsc.gov" email:

Thank you for your email. I am sorry [Lawyer A] did not send this to you earlier. However, the bill is valid and I hope to receive payment from either of you or 'the total by both of you separately.

I should not be in the middle of this dispute since you both agreed to retain my services. Please resolve this matter and send payment."

On April 30, in a separate email sent at 5:47pm from his personal cell phone using his court "dcsc.gov" email, Judge Wright wrote a separate email to Client A only without Lawyer A with the subject line "Billing":

Thank you for your recent email regarding my bill. I am sending you a copy that I sent to [Lawyer A]. As you can see, the bill was sent to [Lawyer A] in December of 2023. I do not know why [Lawyer A] did include it in your final accounting since [Lawyer A] clearly had it. Nevertheless, I do not think either of you dispute that the bill is valid. I understand that this lawsuit thing has been stressful for you however, this is something you and [Lawyer A] need to work out with each other. My responsibility was to send everything to [Lawyer A] and that is what I did. I am not responsible for [Lawyer A] not doing [Lawyer A's] job.

My suggestion is that if you feel [Lawyer A] has not represented properly, you should file a complaint with the DC Bar regarding [Lawyer A's] failure to conclude billing your case completely, and reimburse you. I should not be in the middle of a dispute between you and [Lawyer A]. Give this some thought, and let me know how you wish to handle this.

Sent from my iPhone"

The 5:47pm email from Judge Wright to Client A also attached the invoice titled "MRW Mediation INVOICE 1223..." which is described and appears above, at 4-5.

Two weeks later, on May 14, 2024, at 5:24pm, Judge Wright again emailed Client A without Lawyer A in copy. This time, Judge Wright used his court issued iPad and his court "dcsc.gov" email. He wrote:

"I have not heard back from you or [Lawyer A] regarding the payment of my bill. I would suggest if you and [Lawyer A] cannot agree who is responsible for payment

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that you contact the DC Bar to help you resolve the dispute. I have enclosed with this email a referral program the bar offers to help clients and attorneys resolve the dispute simply and easily. If the two of you are not able to resolve this, they might be able to help you. Please give me your thoughts on this.>
<https://www.dcbbar.org/for-the-public/resolve-attorney-problems/fee-dispute-program>>>
Sent from my iPad”

The Commission finds and Judge Wright concedes that:

- The emails and invoices alone, but even more so combined, could reasonably raise a question regarding whether Judge Wright was working in a private or official capacity.
- Judge Wright’s multiple communications with Client A alone and with Lawyer A would reasonably be perceived by Client A as coercive and inappropriate. Knowing there was a payment dispute, Judge Wright’s April 30, 2024 email at 5:47pm to Client A alone in which the judge again sought payment from Client A and suggested that Client A “file a complaint with the DC Bar regarding [Lawyer A’s] failure to conclude billing your case completely” was particularly egregious because, among other things and coming from the judge, it was and could be perceived as legal advice.
- Judge Wright’s use of his court “dscs.gov” email, his title, and the court’s resources to seek payment for his personal business in these circumstances were tantamount to misuse of the prestige of the judicial office for personal gain and could reasonably be expected to undermine the public’s confidence in the judiciary.

Commission Determination

The Commission determined that Judge Wright’s conduct violated the following Canons and Rules of the Code of Judicial Conduct for the District of Columbia.

1. Canon 3 and Rule 3.1 (Extrajudicial Activities in General)

Canon 3 states:

“A judge shall conduct the judge’s personal and extrajudicial activities to minimize the risk of conflict with the obligations of the judicial office.”

Rule 3.1 (Extrajudicial Activities in General) states:

“A judge may engage in extrajudicial activities, except as prohibited by law* or this Code. However, when engaging in extrajudicial activities, a judge shall not:...

(C) participate in activities that would appear to a reasonable person to undermine the judge’s independence,* integrity,* or impartiality;*

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(D) engage in conduct that would appear to a reasonable person to be coercive; or

(E) make use of court premises, staff, stationery, equipment, or other resources, except for incidental use for activities that concern the law, the legal system, or the administration of justice, or unless such additional use is permitted by law.”

Comment [4] to Rule 3.1 further states: “While engaged in permitted extrajudicial activities, judges must not coerce others or take action that would reasonably be perceived as coercive.”

Rule 3.10 (Practice of Law) states:

“A judge shall not practice law. A judge may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the judge’s family,* but is prohibited from serving as the family member’s lawyer in any forum.”

Comment [1] states: “A judge may act pro se in all legal matters, including matters involving litigation and matters involving appearances before or other dealings with governmental bodies. A judge must not use the prestige of office to advance the judge’s personal or family interests. See Rule 1.3.”

The Commission finds that Judge Wright violated Canon 3 and Rule 3.1 not only for his improper use of court resources for personal gain, but for the manner in which he used them and the reasonably foreseeable coercive impact it had on the public.

Further, while the Commission understands the position Judge Wright found himself in as a result of Attorney A’s failure to assume responsibility for his billing error, the Commission finds that Judge Wright and Attorney A put Client A in an untenable position, and that Judge Wright’s suggestion on April 30 that Client A “file a complaint with the DC Bar regarding [Lawyer A’s] failure to conclude billing [Client A’s] case completely” – even if not intended in hindsight – could reasonably be perceived as legal advice in violation of Canon 3, Rule 3.10; in other words and in context of these circumstances, advice that involved the judge’s “use of the prestige of the office to advance the judge’s personal ... interests.”

**2. Canon 1 and Rule 1.2 (Promoting Confidence in the Judiciary), Rule 1.3
(Avoiding Abuse of the Prestige of the Judicial Office)**

Canon 1 states: “**A judge shall uphold and promote the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.**”

Rule 1.2 (Promoting Confidence in the Judiciary) states: “**A judge shall act at all times in a manner that promotes public confidence in the independence,* integrity,* and impartiality* of the judiciary, and shall avoid impropriety* and the appearance of impropriety.**”

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Comment [1] states: “Public confidence in the judiciary is eroded by improper conduct and conduct that creates the appearance of impropriety. This principle applies to both the professional and personal conduct of a judge.”

Comment [2] states: “A judge should expect to be the subject of public scrutiny that might be viewed as burdensome if applied to other citizens, and must accept the restrictions imposed by the Code.”

Comment [3] states: “Conduct that compromises or appears to compromise the independence, integrity, and impartiality of a judge undermines public confidence in the judiciary. Because it is not practicable to list all such conduct, the Rule is necessarily cast in general terms.”

Comment [5] states: “Actual improprieties include violations of law, court rules or provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge violated this Code or engaged in other conduct that reflects adversely on the judge’s honesty, impartiality, temperament, or fitness to serve as a judge.”

Rule 1.3 (Avoiding Abuse of the Prestige of Judicial Office) states: **“A judge shall not abuse the prestige of judicial office to advance the personal or economic interests* of the judge or others, or allow others to do so.”**

Comment [1] states: “It is improper for a judge to use or attempt to use his or her position to gain personal advantage or deferential treatment of any kind. For example, it would be improper for a judge to allude to his or her judicial status to gain favorable treatment in encounters with traffic officials. Similarly, a judge must not use judicial letterhead to gain an advantage in conducting his or her personal business.”

The Commission finds that Judge Wright’s conduct in the totality of the circumstances violated the plain language of Canon 1, Rule, 1.2 and Rule 1.3.

Here, the Commission also finds it important to convey the profound impact and sense of betrayal experienced by a member of the public who felt the power differential and weight of the prestige of the judicial office when the judge pressed for payment of his invoice using his official email and title, while also suggesting Client A report Lawyer A to Bar Counsel. Client A reported “I was offended in how casually he used his position of authority and official email to get his personal bills paid;” even more importantly, however, Client A shared that the experience made Client A lose faith and trust in the system.

* * *

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In summary, the Commission finds, and Judge Wright concurs, that Judge Wright's conduct described in this Determination and Undertaking violated the above-referenced Canons and Rules in the totality of the circumstances.

Further, the Commission is compelled to emphasize to Judge Wright – and the judiciary - the critical importance of complying with the Canons and Rules to maintain the public's trust in our courts and our justice system, particularly when judges are engaged in Personal or Extrajudicial Activities. While any misconduct, whether intentional or unintentional, can erode the public's trust, the actual or perceived misuse of the prestige of the judicial office for personal gain can have an even more profound impact.

The Commission will issue a separate Public Letter to the Chief Judges of the DC Courts on Personal and Extrajudicial Activities.

Cooperation, Acceptance of Responsibility, and Undertaking

The Commission did not make its decision to enter this Determination and Undertaking lightly. However, the Commission determined that the misconduct here is matched by affirmative judicial qualities, which makes a more draconian resolution inappropriate. For example, the Commission considered Judge Wright's impending permanent retirement after many years of distinguished service, his extensive service to the community, and his extraordinary contributions to the Melvin R. Wright Youth Law Fair, as well as his immediate acceptance of responsibility, cooperation, and steps to remediate the harm in this matter.

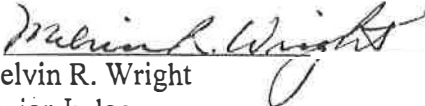
The Commission recognizes Judge Wright for full and immediate cooperation, as well as his willingness to remediate his actions including: (i) his commitment to cease and desist use of his court email for anything unrelated to court business; (ii) removal of his court "dcsc.gov" email from all business-related documents going forward;³ (iii) confirmation that his private mediation email is on file with state registration authorities and Bar Associations; and (iv) consultation with Court leadership and the Advisory Committee on Judicial Ethics related to any data stored on the DC Court system. The Commission further notes Judge Wright's acknowledgement of the obligation of judges to know and comply with the Code of Judicial Conduct. *See* Canon 1, Rule 1.1 (Compliance with Law) and 28 DCMR § 2005.4 (Precedents).⁴

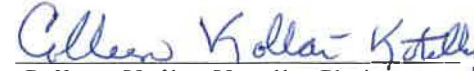
³ Judge Wright has no current ongoing arbitrations or mediations; therefore, no ongoing client notifications were necessary.

⁴ Rule 2005.4 states: "Each judge shall be deemed to be on notice of provisions promulgated by the Advisory Committee on Judicial Activities of the Judicial Conference of the United States regarding the Code of Judicial Conduct for United States Judges. Each judge shall also be on notice of the advisory opinions of the District of Columbia Courts' Advisory Committee on Judicial Conduct." *See* Advisory Committee on Judicial Conduct for the DC Courts, [Advisory Opinion No. 3, "When Senior Judges May Act As Arbitrators"](#) (stating: "In sum, the Committee has concluded that senior judges may act as arbitrators. They must not do so, however, at the same time they are being paid to sit as judges; they must not do so on court property or by using court personnel or expending court resources; and, of course, they must not review their own decisions); and [Advisory Opinion No. 10, "Practice Of Law" By Senior Judges.](#) *See also* Cynthia Gray, "Avoiding the Appearance of Impropriety: With Great Power Comes Great

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Based on all factors considered, the Commission concludes that no further action or sanction is warranted. The Commission makes this document public with the agreement of Judge Wright.


Melvin R. Wright
Senior Judge
Superior Court of the District of Columbia


Hon. Colleen Kollar-Kotelly Chairperson¹
District of Columbia Commission on Judicial
Disabilities and Tenure

Date 7/17/24

Date 7/17/24

Responsibility,” 48 UALR 63-101 (Sept. 21, 2005); Cynthia Gray, Nancy Biro, “An Ethics Guide for Part-Time Lawyer Judges,” American Judicature Society (1999), at [part-time-lawyer-judges-ethics-guide.pdf \(ncsc.org\)](http://part-time-lawyer-judges-ethics-guide.pdf(ncsc.org)).

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Determination and Undertaking Approved By:



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