

VIRGINIA:

BEFORE THE FIFTH DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
ERIC DAVID POSTOW

VSb Docket No. 26-052-138258

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)

On August 26, 2026, a meeting in this matter was held before a duly convened Fifth District, Section II Subcommittee consisting of Micah E. Ticatch, Esq., Chair; Nicholas J. Lawrence, Esq., Member; and Edward B. Wright, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand without Terms pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4. The agreed disposition was entered into by the Virginia State Bar, by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, Eric David Postow (“Respondent”), and Paulo Emilio Franco, Jr., counsel for Respondent.

WHEREFORE, the Fifth District, Section II Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand without Terms:

I. FINDINGS OF FACT

1. Respondent was admitted to the VSB in 2016. At all relevant times, Respondent was a member of the VSB.
2. Respondent is admitted to practice law in Virginia only. At all relevant times, Respondent practiced law with Holon Partners, PLLC (“Holon”) out of his office located in Virginia.
3. This matter involves Respondent’s simultaneous representation of individuals and corporate entities involved in the distribution of hemp-derived beverages.

4. Prior to 2023, Respondent represented an individual (“L.S.”) and his company with respect to hemp products regulatory compliance, including the sale and distribution of hemp beverages. At the same time, he represented another company (identified herein as “Beverage Advisory”) with respect to hemp products compliance that was involved in the beverage distribution industry, including hemp beverages such as those sold by L.S. and his company.
5. Beginning in 2023, Respondent advised L.S. and another individual (“M.L.”) on hemp products compliance. L.S. and M.L. resided in Maine.
6. L.S. and M.L. were in a romantic relationship at the time and desired to enter into a joint venture (identified herein as “Hemp Beverage Company”) together for the production, sale and distribution of hemp-based beverages.
7. In June of 2023, Respondent and Holon entered into a written engagement agreement with Beverage Advisory concerning Respondent’s representation of the company on regulatory compliance in the hemp/cannabis space.
8. On December 18, Hemp Beverage Company and Beverage Advisory entered into an Advisory Services Agreement (“ASA”). Respondent did not participate in the negotiation or drafting of the ASA.
9. In February of 2024, Respondent and Holon entered into a written engagement agreement with Hemp Beverage Company and M.L. (“Hemp Beverage Agreement”), at a time when L.S. and M.L. were members of the joint venture.
10. At the same time, Respondent also represented L.S. in an ongoing separate matter in the United States District Court of Maine (“Maine Litigation”). Respondent was duly admitted to the United States District Court of Maine *pro hac vice*.
11. The Hemp Beverage Agreement contained an advance conflict waiver advising of prior representation of L.S., Beverage Advisory and other entities and stated that, if a future conflict arose, Respondent would need to remove himself from that conflict and that Hemp Beverage Company and M.L. would have to seek independent counsel.
12. In early 2025, a personal dispute arose between M.L. and L.S. that had the potential to affect their business interests. In April of 2025, Respondent and a colleague at Holon informally attempted to help them address those personal, non business matters. Respondent used the word “mediation” to describe that meeting. Although no formal mediation was conducted and Respondent put M.L. and L.S. in touch with a facilitator, neither Respondent nor his Holon colleague was engaged as a mediator or other neutral.
13. In the spring of 2025, M.L. and L.S. independently reported to Respondent that an incident had taken place and that M.L. and L.S. each felt physically threatened by each other.

14. From that point forward, the personal interests of M.L. and L.S. diverged, and created a significant risk that Respondent's representation of M.L. and Hemp Beverage Company would be materially limited by his responsibilities to L.S., including the Maine Litigation, and that his representation of L.S. would be materially limited by his responsibilities to M.L. and Hemp Beverage Company.
15. Respondent continued both representations after that risk arose.
16. Respondent did not obtain from the affected clients informed consent, after consultation and memorialized in writing, that the conflict existed. The Hemp Beverage Agreement conflict waiver did not address the conflict that arose between M.L. and L.S. and its effect on Hemp Beverage Company.
17. In or about July of 2025, a separate business dispute arose between Hemp Beverage Company and Beverage Advisory, and M.L. expressed her desire to terminate the ASA. Beverage Advisory was represented by separate counsel in the matter. Respondent continued to provide business advice to Hemp Beverage Company despite Hemp Beverage Company's intent to terminate the agreement with Respondent's existing client. Respondent subsequently referred M.L. to outside legal counsel.
18. On September 25, Respondent withdrew from representing M.L. and Hemp Beverage Company.
19. Respondent continued representing L.S. in the ongoing Maine Litigation, which had a trial date scheduled in early November of 2025.
20. At the time that Respondent attempted to mediate the business issues between Hemp Beverage Company and Beverage Advisory, the interests of the two parties had become adverse to each other.
21. Respondent has fully cooperated with the VSB throughout the investigation. Holon has since revised its engagement-letter scope and conflict provisions and adopted written internal conflict management procedures for the firm.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct¹:

VIRGINIA RULE 1.7 Conflict of Interest: General Rule

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
- (1) the representation of one client will be directly adverse to another client; or
 - (2) there is significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

MAINE RULE 1.7 Conflict of Interest: Current Clients

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict-of-interest. A concurrent conflict of interest exists if:

...

¹ Pursuant to Virginia Rule of Professional Conduct 8.5(b)(1), "for conduct in connection with a proceeding in a court, agency, or other tribunal before which a lawyer appears, the rules to be applied shall be the rules of the jurisdiction in which the court, agency, or other tribunal sits[.]" Pursuant to Rule 8.5(b)(2), "for any other conduct, the rules of the jurisdiction in which the lawyer's conduct occurred" apply. Here, regarding the conflict of interest between M.L. and L.S., both the Virginia Rules of Professional Conduct and the Maine Rules of Professional Conduct apply, because Respondent was physically located in Virginia during the representation, but appeared on L.S.'s behalf in the Maine Litigation. Regarding the conflict between Beverage Advisory and M.L./Hemp Beverage Company, the Virginia Rules of Professional Conduct apply.

- (2) there is significant risk that the representation of one or more clients would be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

By continuing to represent both M.L. and L.S. after the relationship between them broke down to the extent that M.L. believed she had been credibly threatened, which likely would have affected L.S.'s interests in the Maine Litigation, Respondent violated both Virginia and Maine Rules 1.7(a)(2).

By continuing to represent both M.L./Hemp Beverage Company and Beverage Advisory when a dispute arose between Hemp Beverage Company and Beverage Advisory and M.L. had expressed a desire to terminate Hemp Beverage Company's contractual relationship with Beverage Advisory, Respondent Violated Virginia Rule 1.7(a)(1).

VIRGINIA RULE 1.16 Declining or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the Rules of Professional Conduct or other law[.]

By failing to withdraw from the representation of M.L. and/or L.S. after a conflict of interest arose between M.L. and L.S. in early 2025, by purporting to advise M.L. and L.S. as to how to handle the conflict of interest between them, by failing to withdraw from the representation of M.L. and Hemp Beverage Company in the dispute with Beverage Advisory after a conflict of interest arose between them in July and August 2025, and by purporting to advise M.L. and Hemp

Beverage Company in its dispute with Beverage Advisory while Beverage Advisory was still engaged as a client for other matters, Respondent violated Virginia Rule 1.16(a)(1).

III. PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand without Terms, and Eric David Postow is so reprimanded. Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-9.E, the Clerk of the Disciplinary System shall assess costs.

FIFTH DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Micah E. Ticatch
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2026, a true and complete copy of the foregoing Subcommittee Determination was sent to Eric David Postow, Respondent, by certified mail at 8342 Glastonbury Court, Annandale, Virginia 22003-1122, Respondent's last address of record with the Virginia State Bar, and by email to epostow@holonlaw.com; and to Paulo Emilio Franco, Jr., counsel for Respondent, by first-class mail at ThompsonMcMullan, P.C., 100 Shockoe Slip, Third Floor, Richmond, Virginia 23219, and by email to pfranco@t-mlaw.com.

A handwritten signature in dark ink, appearing to read 'U. Shoenfeld', written over a horizontal line.

Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel