

#### August 28, 2025

#### Public Statement: Termination of Graziano's Non-Exclusive License

I owe everyone an apology. At the beginning of June, I was not fully prepared to deal with what was happening.

Simply put: the Graziano brothers were actively working to push me out of my own business.

A formal Termination Notice was issued on or about June 1, 2025. As per the signed license agreement, the termination becomes effective on September 1, 2025, following the required 90-day notice period.

When I extended a non-exclusive license to Mr. John Graziano, it was with the expectation that he would act in good faith, respect the boundaries of the agreement, and contribute constructively to the growth of my work. Instead, his conduct forced me to conclude that termination was the only responsible course of action.

## Pattern of Misrepresentation

On at least two occasions, Mr. Graziano distorted the meaning of governing documents. The most serious instance occurred when he falsely claimed that a document between myself and Phil Max was a "valuation" of my designs, patents, and trademarks. It was nothing of the sort.

In both cases where contract language was disputed, I suggested to Mr. Graziano: "Let's see what ChatGPT says." And in both instances, ChatGPT's objective interpretation confirmed that his assertions were false. John Graziano misrepresented himself.

# **Unauthorized Claims and Deceptive Conduct**

Mr. Graziano also falsely asserted that he had the right to sub-license my intellectual property. On one occasion, he communicated this directly to one of my key suppliers — Kingspan's Kyle McEnroe — in front of witnesses. This was categorically false, and it was a clear attempt to misrepresent his authority for personal gain.





More troubling still, his brother Gregory Graziano engaged in outright misconduct, including an attempt to hack into my private USPTO account. When confronted, Gregory initially claimed he was "only trying to help" — then stated he was a "white-hat hacker" testing for deficiencies. That excuse only confirmed his willingness to act without consent, with the aim of accessing and possibly manipulating my private filings.

This behavior revealed a consistent pattern: acting under the guise of assistance while secretly attempting to exploit or extract value without authority or transparency.

#### Pattern of Unauthorized Outreach

There was also an email record involving Gregory Graziano and one of my competitors, DEXTALL. In that email — which briefly appeared in my inbox before being "recalled" — Gregory claimed he had a history with DEXTALL and presented them with a narrative suggesting they incorporate my *Water Draining Spandrel Assembly*.

That document was not authorized by me. It was not written in good faith, nor was it approved for distribution. The use of "recall" — sending the email and then trying to pull it back — was consistent with Gregory's broader pattern: sneaky, damaging maneuvers intended to act without consent while covering his tracks.

This raises an unavoidable question: did Gregory and his associates attempt to close an unauthorized deal with DEXTALL, pocketing money while deliberately compromising my rightful relationships and my role as Licensor? If so, that would not only be interference, but an intentional effort to destabilize my business from within.

# False Claims of Exclusivity

Another issue that surfaced involved a large local fabricator. He stated to me plainly that he had the *exclusive rights* to PortalWall® — first claiming this applied to the New York Metro area, and later expanding his claim to the entire United States.

This was categorically false. At no time did I grant such exclusivity to any party. My licensing framework has always been clear: licenses are non-exclusive, limited in scope, and revocable in the event of breach.





The only explanation for such a bold misrepresentation is that the Grazianos — or those acting in alignment with them — seeded this false narrative as another way to self-enrich, destabilize my business, and compromise me in the eyes of potential partners and suppliers.

#### A Revealing Statement

At one point, John Graziano said to me: "I almost have control of this."

At the time, it struck me as an odd and misplaced remark. Control of what, exactly? Only in hindsight did the meaning become clear. His goals were not about contributing constructively or honoring the license — but about using my years of struggle, battle scars, and sacrifices to invent a game-changing building enclosure for his own benefit.

The mindset seemed to be: How do we take Yonatan's hard-won progress and make it ours?

## **Summary of Breach**

Ultimately, John Graziano revealed he was not acting in good faith. He locked me out of shared workspaces, removed physical samples without permission, and attempted to assert control over my business and my designs — all while hiding behind the title of "licensee."

Let me be clear:

- The license he held was non-exclusive and strictly limited in scope.
- All rights in my work including patents, trademarks, trade secrets, and the exclusive right to practice the art remain solely and entirely with me, Yonatan Zvi Margalit.
- Mr. Graziano still owes \$4,500 in unpaid licensing fees.

Patented or not, the systems and innovations I originated are mine. No false claim, unauthorized act, or interference will change that.





#### Abuse of Good-Faith Framework

In fact, the last signed governing document, dated May 20, 2025, included a conflict resolution clause that required both parties to submit disputes to a fresh instance of ChatGPT for clarification. Mr. Graziano personally signed and agreed to this clause — only to then manufacture a false narrative designed to discredit the very tool he agreed to use.

I had hoped to use ChatGPT as a neutral framework to manage complexity and support alignment in business relationships. But instead, they manipulated the situation to serve their own ends.

## Conclusion - Continuity

Over the past year, I invested significant time and effort into rebuilding and establishing continuity — developing websites, strengthening the brand, nurturing supplier relationships, and laying the groundwork for scaled deployment. That progress was derailed.

The damage caused to me — professionally, financially, and personally — is incalculable.

I now believe the Graziano brothers were put up to this. Their role appears to have been to interfere, extract, and exploit — under the pretense of a license agreement.

In addition, I allege that Phil Max, who was aware of the relationship and its boundaries, used it to his advantage, working behind the scenes to undermine my efforts, trigger conflict, and erode the value of my time and investment. Whether coordinated or opportunistic, his actions only deepened the damage and helped destabilize the progress I had worked so hard to build.

Their combined conduct — including misrepresentation, false claims, unauthorized access, and attempted co-optation of key suppliers — points to something far more serious: organized interference.

It is important to be clear: the progress made during this period was my effort alone. I built and enhanced the PortalWall® website, directed the design improvements, and engaged third-party contractors at my own expense to prototype small parts, drainage components, and mounting systems. These were private





developments, delivered exclusively by me to strengthen the brand, support my licensees, and increase the value of the licensing model. At no time did I seek or require advice from the Grazianos or others.

Their aim, by contrast, appeared to be to gain access to these improvements, disrupt established relationships, and destabilize my position as Licensor.

When multiple parties act in concert to infiltrate, mislead, and extract value without consent, that is not simply misconduct.

It is racketeering.

### **Promissory Note Misrepresentation**

As part of this long effort to obscure the real relationship — Licensor (myself, Yonatan Margalit) and Licensee (Mr. Graziano) — they eventually issued a promissory note, falsely claiming that the minimum license fee had been paid in full. This was untrue; \$4,500 in unpaid fees remain outstanding. The purpose of this note was not to resolve obligations, but rather to conflate, confuse, and weaken the clear terms of the May 20, 2024 CA/NDA and the November 1, 2024 License Agreement. It was yet another attempt to manufacture uncertainty where the agreements themselves were explicit.

For all these reasons, I had no choice but to terminate the Graziano license. This decision was necessary to protect the integrity of my work, preserve vital collaborations, and defend the truth of ownership.

I had no choice but to distance myself and discontinue this relationship as I had the feeling it was not reading well for me in the long term.

Supporting documents — including the signed License Agreement, CA/NDA, and declarations of ownership — are posted publicly at: <a href="https://www.portalwall.com/public-documents">www.portalwall.com/public-documents</a>

Executed on August 28, 2025

Location: Manhattan New York

Yonatan Zvi Margalit

Owner & Inventor, Portal Wall®





Notary Acknowledgment (Jurat)
Subscribed and affirmed before me on this 28 day of August, 2025, by Yonatan Zvi Margalit, who is personally known to me or has provided satisfactory evidence of identity.

\*\*Margality\*\*

\*\*Notary Public Signature\*\*

| KATHLEEN DEFLAUN | Notary Public, State of New York | No. 01DE6195369 | Qualified in New York County | Commission Expires October 20, 2028

