

## **TOLLING AGREEMENT**

This Tolling Agreement ("Agreement") is entered into as of January 30 2025 by and between:

**Plaintiff:**

Yogendra Ankiah, an individual,  
Represented by Bosuel Law Office

**Defendant:**

Ralphs Shop for Less Supermarket, a division of The Kroger Co.,  
Represented by Steve Prough, Esq.

## **RECITALS**

WHEREAS, Yogendra Ankiah ("Plaintiff") was employed by Ralphs ("Defendant") and has potential employment-related claims against Defendant arising from his termination, including but not limited to claims under federal, state, and local employment laws; and

WHEREAS, the parties desire to allow time to investigate and review these potential claims, and to explore the possibility of resolving the matter without filing formal litigation; and

WHEREAS, the parties wish to toll the statute of limitations applicable to any employment-related claims that Plaintiff may have against Defendant.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **Tolling of Statute of Limitations**

The parties agree that the statute of limitations for any and all claims arising from Plaintiff's employment with Defendant, including but not limited to claims under federal, state, and local employment laws, shall be tolled for a period of 120 days, beginning from the date of this Agreement, until April 30, 2025, unless the parties mutually agree in writing to extend the tolling period.

### **No Waiver**

Nothing in this Agreement shall be construed as a waiver or concession of any defenses or claims, by either party, except statute of limitations for those claims filed within the toll period. This Agreement is entered into solely for the purpose of allowing additional time for the Plaintiff to review and investigate potential claims and to engage in settlement discussions.

### **No Effect on Other Claims**

This Agreement does not toll the statute of limitations for any claims unrelated to Plaintiff's employment with Defendant.

### **Further Action**

During the tolling period, the parties agree to continue discussions regarding Plaintiff's potential

claims. If no resolution is reached within the tolling period, Plaintiff reserves the right to file a formal complaint in the appropriate forum.

**Execution of Agreement**

This Agreement is effective upon execution by the undersigned representatives of both parties.

IN WITNESS WHEREOF, the undersigned have executed this Tolling Agreement as of the date first written above.

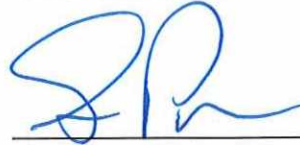
For Plaintiff:

CBosuel

Christian Bosuel, Esq.  
for Yogendra Ankiah

Date: 1 - 30 - 25

For Defendant:

A handwritten signature in blue ink, appearing to read 'SP', is written over a horizontal line.

Steve Prough, Esq.  
for Defendant Ralphs

Date: 1/30/25