# NOTICE TO FRANCHISEES IN THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commission of Securities of the State of Hawaii.

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#### **EXHIBITS**

Exhibit A: State-Specific Addenda to Disclosure Document, Franchise and/or Franchise Development Agreement

Exhibit B: State Administrators/Agents for Service of Process

Exhibit C: Franchise Agreement

Exhibit D: Purchase Agreement

Exhibit E: Sublease Agreement

Exhibit F: Franchise Development Agreement

Exhibit G: Operations Manual, Table of Contents for Standard Operating Procedures,

Recipe and Build Cards, and Cleaning Program Procedures Binder

Exhibit H: Training Overview Outline and Schedule

Exhibit H: Investor Covenants Regarding Confidentiality and Non-Competition

Exhibit 1. List of Franchisees

Exhibit JK: List of Franchisees Who Left System In 2024 or Who Have Not Communicated

With Us within 10 Weeks of the Issuance Date of this Disclosure Document

Exhibit KL: Financial Statements

Exhibit LM: Guarantee of Performance

State Effective Dates

Receipts

#### **ITEM 2: BUSINESS EXPERIENCE**

Unless otherwise indicated, the location of the current employer of the individual indicated is Costa Mesa, California.

Chief Executive Officer: Elizabeth Williams – Liz Williams has served as Chief Executive Officer at EPL since March 2024 and as a Board Member for Stitch Fix in San Francisco, CA from January 2019. From May 2022 to March 2024 Ms. Williams served as CEO and President for Foxtrot and Outfox Ventures in Chicago, IL, from February 2021 to June 2024, as a Board Member for Viant Technology, Inc. in Irvine, CA, from June 2021 to May 2022 as CEO for Hart House in Los Angeles, CA, from May 2020 to May 2021 as CEO for Drybar in Irvine, CA and from February 2010 to February 2020 as President and CFO for Taco Bell in Irvine, CA.

<u>President and Chief Operations Officer: Maria Hollandsworth</u> – Ms. Hollandsworth has served as President and Chief Operations Officer for EPL since March 2024 and as Board Director for the LA Branch of the Federal Reserve Bank of San Francisco in Los Angeles, CA since January 2025. She previously served as Interim Chief Executive Officer, Interim President and Chief Operations Officer for EPL from November 2023 to March 2024, and as Chief Operations Officer from October 2022 to November 2023. From July 2019 to October 2022, she served as Regional Vice President of Operations: US West/Southwest Region at Dunkin' U.S. West/Southwest Region, a division of Inspire Brands, Inc. in Sandy Springs, GA.

<u>Executive Vice President, Chief Financial Officer & and Treasurer: Ira Fils</u> – Mr. Fils joined EPL in June 2022 as Executive Vice President, Chief Financial Officer & <u>and</u> Treasurer. From August 2008 to June 2022, he served as Chief Financial Officer and Secretary at The Habit Burger Grill, a division of YUM! Brands in Irvine, CA.

Senior Vice President and Chief Legal Officer: Jason Weintraub – Mr. Weintraub has served as Senior Vice President and Chief Legal Officer for EPL since June 2025. From November 2020 to June 2025, he served as Chief Legal and Administrative Officer for Jacuzzi Group in Irvine, CA and from March 2020 to November 2020, he served as Chief Legal Officer at EPL. Executive Vice President and Chief Legal Officer: Anne Jollay – Ms. Jollay has served as Executive Vice President and Chief Legal Officer for EPL since October 2024, as Executive Vice President, Chief Legal and People Officer from November 2023 to October 2024, as Senior Vice President, Chief Legal Officer for EPL from March 2021 to November 2023, and as Vice President, Deputy General Counsel for EPL from November 2020 to March 2021. From February 2011 to November 2020, she served as SVP, General Counsel for California Pizza Kitchen in Playa Vista, CA.

Senior Vice President and, Chief People Officer: Bjorn Erland – Mr. Erland has served as Senior Vice President and, Chief People Officer for EPL since October 2024. From November 2019 to September 2024, he served as Senior Vice President, Human Resources at Brand Safway in Atlanta, GA.

Senior Vice President and Chief Marketing Officer: Jill Adams – Ms. Adams has served

as Senior Vice President and Chief Marketing Officer for EPL since October 2023. From October 2020 to October 2023, she served as Vice President of Marketing for Mister Car Wash in Tucson, AZ and from April 2017 to October 2020 as Senior Vice President of Marketing for QDOBA Mexican Eats in San Diego, CA.

<u>Senior Vice President and Chief Information Officer: Clark Matthews</u> – Mr. Matthews serves as Senior Vice President and Chief Information Officer for EPL since March 2024. Previously, Mr. Matthews served as Vice President of Information Technology for EPL from December 2015 to March 2024.

Senior Vice President and Chief Development Officer: Tim Welsh – Mr. Welsh has served as Senior Vice President, and Chief Development Officer for EPL since June 2024. Previously he served as Senior Vice President, General Manager for Trimark USA from June 2023 to June 2024, as Chief Development Officer for Crunch Fitness from June 2021 to June 2023, and as Chief Development Officer for Qdoba Mexican Eats from March 2018 to June 2021.

<u>Vice President and, Franchise Operations: Christina Camara</u> – Ms. Camara serves as Vice President, and Franchise Operations for EPL since May 2023. Prior to that Ms. Camara served as Senior Franchise Business Consultant (Director) for Jack in the Box in Windsor, CA from March 2023 to May 2023 and as Franchise Business Consultant (Director) for Jack in the Box in Windsor, CA from May 2015 to February 2023.

<u>Vice President, Training and& Operations Services: Richard Pepper</u> – Mr. Pepper serves as Vice President, Training <u>&and</u> Operations Services for EPL since May 2023. Prior to that Mr. Pepper served as Sr. Director Restaurant Services <u>&and</u> Innovation for Whataburger in San Antonio, TX from January 2022 to May 2023, <u>and</u> as Director Restaurant Services for Whataburger in San Antonio, TX from February 2019 to December 2021.

<u>Director of Franchise Sales: Jeannine Jones – Ms. Jones serves as Director of Franchise Sales for EPL since April 2025. Previously she served as Maranger, Franchise Recruiting for Taco Bell in Irvine, CA from February 2021 to September 2024, and as Associated Manager Franchise Finance for Taco Bell in Irvine, CA from October 2018 to January 2021.</u>

<u>Chairperson & and Director: William R. Floyd</u> – Mr. Floyd has served as Chairperson of the Board of EPL since April 2023 and as a Director of EPL since April 2016. From October 2017 to September 2020, Mr. Floyd served as Chairperson of Busaba Restaurants in London, England, and from January 2006 to October 2021, as a member of the Board of Overseers for the University of Pennsylvania School of Nursing in Philadelphia, PA.

<u>Director: Samuel N. Borgese</u> – Mr. Borgese has served as a Director of EPL since January 2011, as Founder and Managing Member of Gather Holdings, LLC in Dallas, TX since March 2022, and as Managing Partner for Aceneca, LLC in Dallas, TX since January 2011. Prior to this, Mr. Borgese served as President, Chief Executive Officer and

Director for Shari's Management Corporation and Shari's Restaurant Group both in Beaverton, OR from July 2017 to April 2023.

<u>Director: Mark Buller</u> – Mr. Buller has served as a Director of EPL since June 2015 and as Executive Chairman of Superior Cabinets in Saskatoon, SK, Canada since July 2018.

<u>Director: Douglas J. Babb</u> – Mr. Babb has served as Director of EPL since January 2018. Since August 2006, Mr. Babb served as a Managing Director and Founder of Babb Strategic Services, LLC in Fort Smith, AR. Additionally, Mr. Babb served as the Chairman of the Board of Directors of the United States Marshalls Museum in Fort Smith, AR from July 2018 to December 2023 and as the Chairman of the Board of Directors of the University of Arkansas-Forth Smith in Fort Smith, AR from January 2022 to December 2023.

<u>Director: Nancy E. Faginas-Cody</u> – Ms. Faginas-Cody has served as Director of EPL since December 2021. From September 2013 to April 2020, Ms. Faginas-Cody served as Senior Vice President, Information Technology Enterprise Business Systems for Walt Disney Company in Burbank, CA.

<u>Director: Deborah ("Debbie") Gonzalez</u> – Ms. Gonzalez has served as Director of EPL since December 2021 and as Senior Vice President, Global Marketing <u>and</u> Communications for Concentrix Corporation in Fremont, CA since September 2020. From May 2018 to September 2020, Ms. Gonzalez served as a self-employed CMO Consultant in Fountain Hills, AZ.

<u>Director:</u> Joe Taylor – Mr. Taylor has served as Director of EPL since January 2025. From March 2020 to June 2024, he served Executive Vice President and Chief Financial Officer at Brinker International, Inc. in Dallas, TX.

The EFTP for the Franchisee consists of 5 business days typically over a continuous week period. The training for the Franchisee will take place near the Support Center at the earliest mutually convenient date following signing of the Franchise Agreement. You may designate yourself as the Designated Operator.

The DOPT for a Designated Operator consists of 50 days over a continuous 10-week period. However, the DOPT may be adapted reducing the time spent training depending on the Designated Operator's previous experience and educational certifications or licenses, applicable to the Designated Operator's training. The Designated Operator must complete the DOTP at a designated CTR (or at multiple designated CTRs if appropriate) and become certified in the Food Protection Management Training Program ("FPMTP") <u>before</u> they can be assigned to your Restaurant(s) as the Designated Operator. The Designated Operator may be designated as a Manager or General Manager.

The MTP for a General Manager, Assistant Manager(s) and Shift Leader(s), consists of 35 days over a continuous 7-week period. Each Manager must complete to our satisfaction their Initial Training Program conducted at a designated CTR and become certified in the FPMTP <u>before</u> they can be assigned to your Restaurant as a Manager. To ensure the highest opportunity of delivering exceptional service standards and retaining freshly learned operational knowledge, training for Managers will be delayed until closer to the Restaurant opening, completing training no more than 60 days prior to the opening of the restaurant. <u>Upon your written request and with Franchisor's sole discretion, your Shift Leaders may complete a 3-week training prior to the Restaurant opening in a designated CTR and an additional 4-weeks of training with a Certified CTR Trainer in your new Restaurant once open ("Shift Leader Exception"). You will pay for the Certified CTR Trainer's labor, travel, accommodation and expenses during the on-site training time period. No more than 2 Shift Leaders may complete this Shift Leader Exception training</u>

The basic franchise management training program is continually subject to refinement and change as we deem appropriate. The following table provides a description of the training program.

## **Training Program**

DESIGNATED OPERATOR - TRAINING OVERVIEW						
Subject	Hours of Classroom Training <sup>1</sup>	Hours of On- The-Job Training <sup>2</sup>	<u>Location<sup>3</sup></u>			
Opening Grill Master Role	<u>6</u>	<u>34</u>	Designated CTR			
Opening Grill Master Role	<u>6</u>	<u>34</u>	Designated CTR			
Service Team Member Roles (Prep, Entrée Roles)	<u>3</u>	<u>37</u>	Designated CTR			
Service Team Member Roles (Cashier/Expeditor, DT Roles)	<u>3</u>	<u>37</u>	Designated CTR			
Service Team Member Roles (Cashier/Expeditor, DT Roles)	<u>0</u>	<u>40</u>	Designated CTR			
Opening Manager Shift	2.5	<u>37.5</u>	Designated CTR			

Mid Manager Shift	<u>2.5</u>	<u>37.5</u>	Designated CTR			
Closing Manager Shift	2.5	<u>37.5</u>	Designated CTR			
Shadow a Company Ops Field Leader	<u>0</u>	<u>40</u>	Designated CTR			
Shadow a Franchise Owner / FBD	<u>0</u>	<u>40</u>	Designated CTR			
MANAGEMENT (GENERAL MANAGER/ASSISTANT MANAGER/SHIFT LEADER) - TRAINING OVERVIE						
Subject	Hours of Classroom Training <sup>4</sup>	Hours of On- The-Job Training <sup>2</sup>	<u>Location</u> <sup>3</sup>			
Grill Master Role	<u>6</u>	<u>34</u>	Designated CTR			
Service Team Member Roles (Prep, Entrée)	<u>3</u>	<u>37</u>	Designated CTR			
Service Team Member Roles (Cashier/Expeditor, DT Roles)	<u>3</u>	<u>37</u>	Designated CTR			
Opening Manager Shift	<u>2.5</u>	<u>37.5</u>	Designated CTR			
Mid Manager Shift	<u>2.5</u>	<u>37.5</u>	Designated CTR			
Closing Manager Shift	<u>2.5</u>	<u>37.5</u>	Designated CTR			
Restaurant Systems & Administration	<u>4</u>	<u>36</u>	<u>Designated CTR</u>			
FRANCHISE OWNER- TRAINING OVERVIEW						
Subject	Hours of Classroom Training <sup>5</sup>	Hours of On- The-Job Training <sup>2</sup>	<u>Location<sup>3</sup></u>			
Grill Master & Service Team Member (Prep, Entrée, Cashier Roles)	<u>0</u>	<u>16</u>	Closest CTR to the Support Center			
Meet Department Leads	<u>8</u>	<u>0</u>	Support Center			
Tour Company & Franchise Area	<u>0</u>	<u>16</u>	Locations will be determined when the training plan is written			

Note 1: The hours listed are an approximation over a 10-week period and will vary depending on your experience and other relevant factors. All training is to be completed before the opening of the Restaurant.

Note 2: It is the nature of the business and the training that all aspects of training are integrated, that is, there are no definitive starting and stopping times for each subject.

Note 3: Locations for On-the-Job Training are based on availability and determined when each training plan is written.

Note 4: The hours listed are an approximation over a 7-week period and will vary depending on your experience and other relevant factors. All training is to be completed before the opening of the Restaurant.

Note 5: The hours listed are an approximation over a 1-week period and will vary depending on your experience and other relevant factors. All training is to be completed before the opening of the Restaurant.

Before you open your Restaurant, a minimum of 4 Managers, you and your Designated Operator, must each complete to our satisfaction the appropriate Initial Training Programs except for the Shift Leader Exception described above. In addition, but no later than by the end of the Initial Training Programs, you will designate the General Manager for the Restaurant from the Initial Training Program attendees and inform EPL of your decision in writing.

Purchasers of a Turnkey Restaurant or a Turnkey Franchised Restaurant must have satisfactorily completed the appropriate Initial Training Programs prior to transfer of the Restaurant operations to them which is currently conducted at a designated CTR.

The Training Programs for your Managers and Designated Operator consist of hands-on training in the operation and management of your Restaurant(s). Training is conducted by a corporate training expert who has been certified by us for training on the basis of that individual's knowledge and application of our standards for Restaurant operations. Instructional materials for the Training Programs include our electronic Operations Manual, crew training program, job aids, recipe books, product build cards, electronic management training materials, LMS learning plan certifications and other materials we may create from time to time. A copy of the table of contents of the Operations Manual and a training overview outline are attached to this offering as Exhibits G and H respectively.

Additionally, "non-prep" training and orientation may occur at the following location:

El Pollo Loco<sup>®</sup> Support Center 3535 Harbor Blvd., Suite 100 Costa Mesa, CA 92626

For each newly opened Restaurant, we will provide to you a set of the required training materials at no cost to you, but you must pay for all Additional Employee Costs During Training. We will not charge you for the Initial Training Program for you, your Designated Operator and up to 4 Managers for each of your first, second and third Restaurants. Additional attendees will cost you \$500 per week per attendee. Any additional on-going training for a Manager, Designated Operator, or Franchisee will also cost you \$500 per week per attendee. This fee will cover the fee for participation and materials provided to the attendee. A set of training materials per Restaurant supporting new product or process introductions will be provided at no cost to you.

Our Training Programs are under the direction of Mr. Richard Pepper. Mr. Richard Pepper's employment background is provided in <a href="Item 2">Item 2</a> of this Disclosure Document.

Newly hired Managers must begin the MTP within 30 days of their hiring for existing Restaurants and must complete their training in a CTR. From time to time, we will certify a Franchised Restaurant as a CTR if the Restaurant meets our criteria for certification. If you wish for your Managers to be trained in your Restaurant, your Restaurant must first be certified by us as a CTR.

Currently, all Training Programs and materials are produced and delivered in English. Crew training programs are available in English and Spanish electronically on Pollo Zone.

On an on-going basis, you must maintain a minimum of 4 Managers per Restaurant which have each completed to our satisfaction the appropriate Training Program. If at any time, for any reason, the General Manager ceases to perform those duties on behalf of the

#### Hawaii Addendum to Franchise Disclosure Document

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# EXHIBIT LH INVESTOR COVENANTS REGARDING CONFIDENTIALITY AND NON-COMPETITION

Statement of Ownership	o of Franchisee:
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Name of Principal/Investor	Percentage of Ownership Interest		
In conjunction with your investment in	a	(" <b>Developer</b> "), you	
("Investor" or "You"), acknowledge and ac	ree as follows:		

- 1. Developer owns and operates, or is developing, pursuant to a development agreement dated \_\_\_\_\_\_ ("Development Agreement") with El Pollo Loco, Inc. ("EPL"), which Franchise Development Agreement requires persons with legal or beneficial ownership interests in Developer under certain circumstances to be personally bound by the confidentiality and non-competition covenants contained in the Development Agreement. All capitalized terms contained herein shall have the same meaning set forth in the Development Agreement.
- 2. You own or intend to own a certain percentage of legal or beneficial ownership interest (as described above) in Developer and acknowledge and agree that your execution of this Agreement is a condition to such ownership interest and that you have received good and valuable consideration for executing this Agreement. EPL may enforce this Agreement directly against you and your Owners (as defined below).
- 3. If you are a corporation, partnership, limited liability company or other entity, all persons who have a legal or beneficial interest in you ("**Owners**") must also execute this Agreement.
- 4. You and your Owners, if any, may gain access to parts of EPL's Confidential Information as a result of investing in Developer. The Confidential Information is proprietary and includes EPL's trade secrets. You and your Owners hereby agree that while you and they have a legal or beneficial ownership interest in franchise and thereafter you and they: (a) will not use the Confidential Information in any other business or capacity (such use being an unfair method of competition); (b) will exert best efforts to maintain the confidentiality of the Confidential Information; and (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form. If you or your Owners cease to have an interest in franchisee, you and our Owners, if any, must deliver to EPL any such Confidential Information in your or their possession.
- 5. During the term of the Development Agreement and during such time as you and your Owners, if any, have any legal or beneficial ownership interest in Developer, you and your Owners, if any, agree that you and they will not, without EPL's consent (which consent may be withheld as EPL's sole and absolute right) directly or indirectly (such as through an Affiliate or through your or their Immediate Families) own any legal

Unit ID	Entity Name	Street Address	Address 2	City	State	Zip	Country	Location Phone
UNITED	STATES:							
3214	WKS Restaurant Corporation	3125 W. Century Blvd.		Inglewood	California	90301	USA	(310) 674-7924
3228	Peg/Lion, LLC	6041 La Palma Ave.		Buena Park	California	90620	USA	(714) 523-7180
3235	Peg/Lion, LLC	28261 Crown Valley Pkwy.		Laguna Niguel	California	92677	USA	(949) 643-0347
3262	Juan Corona	2201 North Broadway		Los Angeles	California	90031	USA	(323) 227-9991
3273	Peg/Lion, LLC	32535 Golden Lantern		Dana Point	California	92629	USA	(949) 443-0506
3282	San Gabriel Valley Fast Foods I, Inc.	1212 E Huntington Dr.		Duarte	California	91010	USA	(626) 358-5005
3283	Leemar Enterprises, Inc.	668 West Holt Ave.		Ontario	California	91762	USA	(909) 983-7181
3284	Leemar Enterprises, Inc.	1695 West Kendall Ave.		San Bernardino	California	92407	USA	(909) 880-6337
3287	Nor-Cal Chicken, Inc.	2225 Plaza Pkwy.		Modesto	California	95350	USA	(209) 544-3906
3290	Reno Grilled Foods, Inc.	2293 S Virginia St.		Reno	Nevada	89509	USA	(775) 829-1986
3294	Rohovida Enterprises, Inc.	11473-75 Rosecrans Ave.		Norwalk	California	90650	USA	(562) 864-4060
3297	LA Tasty Food Inc.	226 E 9th St.		Los Angeles	California	90015	USA	(213) 623-5091
3300	Pollo King, Inc.	4600 Mack Rd.		Sacramento	California	95823	USA	(916) 399-1655
3301	Peg/Lion, LLC	1833 S La Cienega Blvd. A		Los Angeles	California	90035	USA	(310) 838-8803
3303	Rohovida Enterprises, Inc.	9431 Slauson Ave.		Pico Rivera	California	90660	USA	(562) 942-2567
3305	Shabasco, Inc.	14455 Ramona Blvd.		Baldwin Park	California	91706	USA	(626) 960-8861
3307	Nor-Cal Chicken, Inc.	678 North Wilson Wy.		Stockton	California	95205	USA	(209) 942-2144
3314	Antonio Ramirez	81901 Highway 111		Indio	California	92201	USA	(760) 342-6932
						90012	USA	
3315	LA Tasty Food Inc.	260 S Broadway.		Los Angeles	California			(213) 626-7975
3322	WKS Restaurant Corporation	3502 Cerritos Blvd.		Los Alamitos	California	90720	USA	(562) 626-8388
3323	Noor Awad, Inc.	1299 S Winchester Blvd.		San Jose	California	95128	USA	(408) 984-6860
3324	Lilend Investment, LLC	2671 W La Palma Ave.		Anaheim	California	92806	USA	(714) 828-7105
3326	R-Vorp-Corp.	1725 Branham Ln.		San Jose	California	95118	USA	(408) 723-7334
3332	Lugo's Enterprises, Inc.	14227 E Whittier Blvd.		Whittier	California	90605	USA	(562) 693-9474
3340	Shapour (Shawn) Razipour & Elizabeth D.I			Torrance	California	90505	USA	(310) 539-8792
3341	Hensha-H, Inc.	14308-14312 Ocean Gate Dr.		Hawthorne	California	90250	USA	(310) 219-1400
3344	San Gabriel Valley Fast Foods III, Inc.	4794 Peck Rd.		El Monte	California	91732	USA	(626) 448-6767
3349	Sierra Nevada EPL, Inc.	591 E Prater Way		Sparks	Nevada	89431	USA	(775) 355-7488
3359	Peg/Lion, LLC	1343 Nogales St.		Rowland Heights	California	91748	USA	(626) 913-2928
3364	Talya Enterprises, Inc.	12860 Washington Blvd.		Los Angeles	California	90066	USA	(310) 301-0326
3365	Talat Enterprises, Inc.	5090 Rosemead Blvd.		Pico Rivera	California	90660	USA	(562) 949-3300
3369	BBED, Inc.	912 North Vermont Ave.		Los Angeles	California	90027	USA	(323) 660-7900
3370	BBED, Inc.	1909 North Main St.		Santa Ana	California	92706	USA	(714) 667-0413
3371	WKS Restaurant Corporation	8200 Stockdale Hwy, Ste J		Bakersfield	California	93311	USA	(661) 831-9443
3392	WKS Restaurant Corporation	2200 Clark Ave.		Long Beach	California	90815	USA	(562) 494-9691
3394	Pollo West Corp.	5050 Kanan Rd.		Agoura Hills	California	91301	USA	(818) 706-0766
3401	Pollo West Corp.	3750 W 5th St.		Oxnard	California	93030	USA	(805) 382-9975
3404	Coastal Valley Enterprises, Inc.	1259 N Davis Rd.		Salinas	California	93907	USA	(831) 422-9309
3409	Rafmar & Sons Enterprises, Inc.	1411 Lincoln Blvd.		Venice	California	90291	USA	(310) 301-6693
3412	Nabi Enterprises, Inc	19320 Beach Blvd.		Huntington Beach	California	92648	USA	(714) 962-8500
3413	Nabi Enterprises, Inc	1998 E Highland Ave.		San Bernardino	California	92404	USA	(909) 882-2800
3424	Nor-Cal Chicken, Inc.	613 W Olive Ave.		Merced	California	95348	USA	(209) 385-3062
3431	Peg/Lion, LLC	1002 N El Camino Real		Encinitas	California	92024	USA	(760) 943-1253
3432	Peg/Lion, LLC Peg/Lion, LLC	22381 Antonio Pkwv.			California	92024	USA	(949) 858-4446
3432	Plaza Foods, Inc.	5055 Auburn Rd.		Rancho Santa Margarita Sacramento	California	92688	USA	(949) 858-4446
3439	Sierra Nevada EPL, Inc.	10320 N McCarran Blvd.		Reno	Nevada	89523	USA	(775) 787-1900
3441	Tri-Lake Investments, LLC	6833 E Alondra Blvd.		Paramount	California	90723	USA	(562) 602-1390
3444	SRH Management Inc.	963 Avenida Pico		San Clemente	California	92673	USA	(949) 498-2060
3448	WKS Restaurant Corporation	16707 Pioneer Blvd.		Artesia	California	90701	USA	(562) 924-6918
3449	Arcadia Investment, Inc.	9974 Las Tunas Dr.		Arcadia	California	91780	USA	(626) 309-9555
3450	Lilend Investment, LLC	969 S Euclid Ave.		Anaheim	California	92802	USA	(714) 772-5492
3451	Pollo West Corp.	1722 S. Victoria Ave., Suite A		Ventura	California	93003	USA	(805) 654-1723
3453	WKS Restaurant Corporation	120 N. Euclid St.		Fullerton	California	92832	USA	(714) 871-5852
3454	Hensha Bell, Inc.	10200 Alondra Blvd.		Bellflower	California	90706	USA	(562) 866-6669
3456	SRH Management Inc.	33953 Doheny Park Rd.		San Juan Capistrano	California	92675	USA	(949) 248-2554
3457	Pollo West Corp.	17240 Saticoy		Van Nuys	California	91406	USA	(818) 774-1173
3458	WKS Restaurant Corporation	2232 S. Bristol St.		Newport Beach	California	92660	USA	(949) 474-2120

#### EXHIBIT KJ: LIST OF FRANCHISEES WHO LEFT SYSTEM IN 2024 OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT

Franchisee	Primary Owner or Partners	Unit	Unit City, State	Phone	Comments
Pensar Big, Inc.	Carmen & Andrea Huerta <sup>1</sup>	3417	Chino Hills, CA	626-331-6859	Restaurant ownership transferred in 2024
Pensar Big, Inc.	Carmen & Andrea Huerta	3420	Fullerton, CA	626-331-6859	Restaurant ownership transferred in 2024
Pensar Big, Inc.	Carmen & Andrea Huerta	3421	Lakewood, CA	626-331-6859	Restaurant ownership transferred in 2024
Lugo Pollos, Inc.	Ben, Norma & Adrian Lugo <sup>2</sup>	3838	Tucson, AZ	562-477-2519	Restaurant ownership transferred in 2024
Lugo Pollos, Inc.	Ben, Norma & Adrian Lugo	3839	Tucson, AZ	562-477-2519	Restaurant ownership transferred in 2024
Lugo Pollos, Inc.	Ben, Norma & Adrian Lugo	3961	Tucson, AZ	562-477-2519	Restaurant ownership transferred in 2024
The Cluck Brothers, Inc.	Gary Brubaker & Jon Brubaker	3391	Costa Mesa, CA	949-887-3177	Restaurant ownership transferred in 2024
The Cluck Brothers, Inc.	Gary Brubaker & Jon Brubaker	3442	Lake Forest, CA	949-887-3177	Restaurant ownership transferred in 2024
POYO, Inc.	Rosa, Michael & Freddie Pinuelas <sup>2</sup>	3425	Reseda, CA	818-752-7804	Restaurant ownership transferred in 2024

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with El Pollo Loco, Inc. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

<sup>&</sup>lt;sup>1</sup> Still has ownership in another El Pollo Loco<sup>®</sup> restaurant. <sup>2</sup> Still has ownership in other El Pollo Loco<sup>®</sup> restaurants.

# **EXHIBIT LK: FINANCIAL STATEMENTS**

#### EL POLLO LOCO HOLDINGS, INC. AND SUBSIDIARIES

#### INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS

#### **Audited Consolidated Financial Statements**

Report of Independent Registered Public Accounting Firm (BDO USA, P.C.; Costa Mesa, California; PCAOB ID #243)
Consolidated Balance Sheets – December 25, 2024 and December 27, 2023
Consolidated Statements of Income—For the years ended December 25, 2024, December 27, 2023, and December 28, 2022
Consolidated Statements of Comprehensive Income—For the years ended December 25, 2024, December 27, 2023, and December 28, 2022
Consolidated Statements of Changes in Stockholders' Equity—For the years ended December 25, 2024, December 27, 2023, and December 28, 2022
Consolidated Statements of Cash Flows—For the years ended December 25, 2024, December 27, 2023, and December 28, 2022
Notes to Consolidated Financial Statements

### EXHIBIT ML: GUARANTEE OF PERFORMANCE

#### **GUARANTEE OF PERFORMANCE**

For value received, <u>El Pollo Loco Holdings</u>, <u>Inc.</u>, a <u>Delaware corporation</u> (the "Guarantor"), located at <u>3535 Harbor Blvd.</u>, <u>Suite 100</u>, <u>Costa Mesa</u>, <u>CA 92626</u>, absolutely and unconditionally guarantees to assume the duties and obligations of <u>El Pollo Loco</u>, <u>Inc.</u>, a <u>Delaware corporation</u>, located at <u>3535 Harbor Blvd.</u>, <u>Suite 100</u>, <u>Costa Mesa</u>, <u>CA 92626</u> (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Costa Mesa, California, on the 13th day of March 2025.

Guarantor:

**El Pollo Loco Holdings, Inc.**, a Delaware corporation

By:		
•		

Name: Ira Fils

Title: Executive VP, CFO & Treasurer

#### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
California	February 4, 2025*
Hawaii	
Illinois	
Indiana	April 2, 2025*
Maryland	
Michigan	April 7, 2025*
Minnesota	
New York	
Virginia	
Washington	May 7, 2025*
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

\*Effective Date of Exemption from Registration

Receipt No.: MTS-040125	)-

#### RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If El Pollo Loco, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

However, some state franchise laws require El Pollo Loco, Inc. to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If El Pollo Loco, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows: Tim Welsh, 3535 Harbor Blvd, Suite 100, Costa Mesa, CA 92626 (714) 599-5165; and Jeannine Jones, 3535 Harbor Blvd, Suite 100, Costa Mesa, CA 92626 (714) 599-5000.

We authorize the agents listed in **Exhibit B** to receive service of process for El Pollo Loco, Inc.

The issuance date of this Franchise Disclosure Document is April 1, 2025.

I have received a Disclosure Document dated April 1, 2025, and with effective date(s) of state registration as listed in the State Cover Page that including the following Exhibits:

- A State-Specific Addenda to Disclosure Document, Franchise and/or Franchise Development Agreement
- B State Administrators/Agents for Service of Process
- C Franchise Agreement including the following exhibits:
  - 1 Memorandum of Opening Date
  - 2 Personal Guarantee of Franchise Agreement
  - 3 Investor Covenants regarding Confidentiality and Non-Competition (Franchisee)
  - 4 Authorization Agreement for Prearranged Payments (Direct Debits)
  - 5 Advertising Association Membership Agreement
  - 6 El Pollo Loco Financial Reporting Form
  - 7 El Pollo Loco® IT Support Services Agreement
  - 8 General Release

- 9 Consent to and Assignment of Franchise Rights (for Change of Ownership Interests in Franchisee and for Entity Change by Franchisee)
- 10 Amendment to Franchise Agreement to Apply Development Fee
- 11 Amendment to Successor Franchise Agreement
- 12 Remodel Schedule Participation Agreement

Schedule 1: Statement of Ownership of Franchisee

- D Purchase Agreement including the following exhibits:
  - A List of Assets / Excluded Assets
  - A-1 # Restaurant
  - A-2 #\_\_\_\_ Restaurant
  - B Bill of Sale and Assignment
  - C List of Assumed Liabilities
  - D Form of New Franchise Agreement for New Restaurants
  - E Form of Sublease Agreement
  - F Form of New Franchise Development Agreement

Receipt No.: MTS-040125-	
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- G Allocation of Purchase Price
- 10F Schedule 10(F) Disclosure Schedules
- Sublease including the following exhibits:
  - Personal Guarantee of Sublease
  - Master Lessor's Consent
- Development Agreement, including the following exhibits:

  - A. TerritoryB. Development Schedule
  - C. Existing El Pollo Loco® Restaurants in the Territory
  - D. Development Incentives (if applicable)

- G Operations Manual Table of Contents
- Training Overview, Outline and Schedule
- HI Investor Covenants Regarding Confidentiality and Non-Competition
- List of Franchisees
- JK List of Franchisees Who Left System in 2024 or Who Have Not Communicated With Us Within 10 Weeks of the Issuance Date of this Disclosure Document
- **KL** Financial Statements
- LM Guarantee of Performance

#### PROSPECTIVE FRANCHISEE:

By:	Ву:
Name:	Name:
Company & Title (if applicable):	Company & Title (if applicable):
Address:	Address:
Phone:	Phone:
Date:	Date:
Ву:	Ву:
Name:	Name:
Company & Title (if applicable):	Company & Title (if applicable):
Address:	Address:
Phone:	Phone:
Date:	Date:

#### PLEASE SIGN AND DATE AS OF YOUR DATE OF RECEIPT OF THE FDD

#### **RETAIN FOR YOUR RECORDS**

Receipt No.: MTS-040125
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#### RECEIPT

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- LM Guarantee of Performance

#### PROSPECTIVE FRANCHISEE:

By:	By:
Name:	Name:
Company & Title (if applicable):	Company & Title (if applicable):
Address:	Address:
Phone:	Phone:
Date:	Date:
By:	By:
Name:	_Name:
Company & Title (if applicable):	Company & Title (if applicable):
Address:	Address:
Phone:	Phone:
Date:	Date:

PLEASE SIGN AND DATE AS OF YOUR DATE OF RECEIPT OF THE FDD RETURN TO EL POLLO LOCO, INC.