

**YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT
FOR HAVING WORKED FOR EL POLLO LOCO, INC. IN CALIFORNIA,
AS A RESULT OF TWO CLASS ACTIONS PENDING IN SUPERIOR COURT:**

Elias, et al. v. El Pollo Loco, Inc.
Los Angeles County Superior Court Case No. BC313875

And

Olvera v. El Pollo Loco, Inc.
Los Angeles County Superior Court Case No. BC341635.

YOU ARE NOT BEING SUED, AND THESE LAWSUITS ARE NOT AGAINST YOU.

**EL POLLO LOCO, INC. (“EPL”) HAS AGREED TO THIS SETTLEMENT AND HAS AGREED
IT WILL NOT RETALIATE AGAINST ANYONE WHO ACCEPTS THESE BENEFITS.**

YOUR RIGHTS MAY BE AFFECTED – PLEASE READ THIS NOTICE IMMEDIATELY!

TO: ALL PERSONS WHO WORKED AS A **GENERAL MANAGER** AT ANY EL POLLO LOCO CORPORATE-OWNED RESTAURANT IN CALIFORNIA AT ANY TIME BETWEEN APRIL 15, 2000 AND JANUARY 4, 2010.

ALL PERSONS WHO WORKED AS A **RESTAURANT MANAGER** AT ANY EL POLLO LOCO CORPORATEOWNED RESTAURANT IN CALIFORNIA AT ANY TIME BETWEEN APRIL 15, 2000 AND DECEMBER 31, 2005.

A judge has granted Preliminary Approval to a proposed consolidated settlement of the two class actions against EPL mentioned above (hereinafter the “Class Actions”). You should read this Notice carefully.

A. DESCRIPTION OF THE CLASS ACTIONS

On April 16, 2004, three former employees filed a class action complaint against EPL in the Los Angeles County Superior Court, alleging violations of California law for overtime, meal periods, rest periods, timely payment of wages upon termination of employment, and accurate itemized wage statements; and that these Labor Code violations constitute unfair business practices. On October 18, 2005, another former employee filed a class action complaint against EPL in the Los Angeles County Superior Court, alleging similar violations. EPL has denied the allegations in the Class Actions. The Court has not ruled on the merits of the claims or EPL’s defenses. However, the four former employees, their counsel, and EPL have now agreed to a settlement of the Class Actions, which the Court has preliminarily approved (the “Settlement”). Counsel for these former employees have also been designated by the Court as “Class Counsel” to represent all General Managers and Restaurant Managers (the “Class Members”) affected by this settlement. Class Counsel believes that the settlement summarized by this Notice is fair, reasonable, and adequate and is in the best interest of the Class Members.

The following law firms are Class Counsel, and represent the Class Members:

The Settlement Administrator is:

Mike Arias
Mikael H. Stahle
Arias Ozzello & Gignac, LLP
6701 Center Drive West
Fourteenth Floor
Los Angeles, CA 90045
Tel: (310) 670-1600
Fax: (310) 670-1231

Harvey C. Berger
Timothy G. Williams
Pope, Berger & Williams, LLP
3555 Fifth Avenue
Third Floor
San Diego, CA 92103
Tel: (619) 595-1366
Fax: (619) 236-9677

Cesar H. Nava
Santos V. Gomez
Nava & Gomez
326 South “A” Street
Suite 2
Oxnard, CA 93030
Tel: (805) 483-2465
Fax: (805) 483-0860

EPL Claims Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Tel: (888) 369 - 3792

B. SUMMARY OF PROPOSED SETTLEMENT TERMS

Subject to the Court’s Final Approval, the terms of the Settlement are as follows:

1. **Gross Settlement Amount.** EPL will pay Eight Million Dollars (\$8,000,000) to a Settlement Fund, plus other costs ordered by the Court. The Settlement Fund will be used to pay (1) the share of the Settlement of each Class Member who does not opt out of the Settlement; and (2) Class Counsel attorneys’ fees. The amount paid to Class Members will be made after deduction of Court-approved attorneys’ fees (the “Net Settlement Amount”). The Settlement Fund will not be used to pay any other costs or any Enhancement Awards to the Class Representatives.

2. **Distribution Formula.** Each Class Member’s share of the Settlement will be calculated by dividing his or her total earnings as a General Manager and/or Restaurant Manager during the Class Periods defined above, by the aggregate total earnings of all Class Members, multiplied as a percentage to the Net Settlement Amount. In other words, your share of the Net Settlement Amount is the same percentage that your individual earnings represent as a percentage of all Class Members’ earnings. Based on your total earnings as a General Manager and/or Restaurant Manager during the Class Period, as evidenced by EPL payroll records, **your estimated share of the Net Settlement Amount is \$ _____.**

3. **No Action Required to Receive Your Share.** You do not need to do anything to receive your share of the Settlement. Assuming you do not opt out of the Settlement, your share will automatically be mailed to you at the same address where you received this Notice or, if you provide an updated address to the Settlement Administrator, to your new address. If you move before you receive your share of the Settlement, please provide Simpluris, Inc. at the above address with your new address.

4. For purposes of tax reporting under the Settlement, each Class Member's share of the Settlement will be treated as 30% wages, 40% interest, and 30% penalties. All withholdings applicable to the wage portion will be made by the Settlement Administrator and a Form W-2 will be issued; a Form 1099 will be issued for the interest and penalties portion. **Nothing in this Notice or the Settlement is intended to constitute tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.**

5. **Class Counsel's Attorneys' Fees and Costs.** EPL has agreed that Class Counsel's reasonable attorneys' fees will be paid from the Settlement Fund, upon application to and approval by the Court, in an amount equal to 30% of the Settlement Fund. EPL has also agreed to reimburse Class Counsel for their reasonable litigation costs and expenses, upon application to and approval by the Court, in an amount up to \$80,000; this amount will be paid by EPL separately and not out of the Settlement Fund.

6. **Class Representatives' Enhancement Awards.** Class Counsel will seek an Enhancement Award of up to \$15,000 for each of the four Class Representatives Haroldo Elias, Javier Rivera, Marco Ramirez, and Carlos Olvera to compensate them for the time, work, and risks they undertook in bringing these Class Actions. These awards will be paid by EPL separately and not out of the Settlement Fund.

C. RELEASE OF LIABILITY

By receiving your share under the Settlement, you will be bound by all of the terms of the Settlement, including a Release of claims, which will prevent you from suing EPL or any of its affiliates or entities for the matters being settled in these Class Actions.

Each Class Member who does not request to be excluded from the Settlement will be deemed to release and discharge EPL, and any individual or entity which could be jointly liable with EPL in these Class Actions, from any and all liabilities, penalties, fees, demands, claims, causes of action, complaints and obligations that are/were alleged in, related to, or based on, the Class Actions' Complaints, including alleged violations for failure to pay wages, including, but not limited to, overtime, failure to provide meal and/or rest periods, failure to pay wages upon termination of employment in a timely manner, failure to provide accurate itemized pay stubs, negligent misrepresentation relating to wage issues, and alleged violations of Business and Professions Code Section 17200 *et seq.* predicated on the aforementioned Labor Code violations. For a complete copy of the release language showing the claims being released through this settlement, please contact one of the Class Counsel listed above.

D. TO REQUEST EXCLUSION FROM THE SETTLEMENT

If you want to be excluded from the Settlement (also referred to as "opting out"), you must mail a request to opt out to the Settlement Administrator. Your request can be as simple as "I do not want to be a part of the settlement." To be considered timely, your Opt-Out Request must include your full name, address, and telephone number and be mailed by First-Class U.S. Mail to the Settlement Administrator, postmarked no later than **February 25, 2010**.

If you file a timely and valid Opt-Out Request, you will no longer be a member of the Class, and **you will not** be eligible to receive any money from the Settlement or object to the terms of the Settlement. However, if you do timely opt out, you will not be bound by the terms of the Settlement and may pursue any claims you may have against EPL, at your own expense.

DO NOT SEND AN OPT-OUT REQUEST IF YOU WANT TO RECEIVE YOUR SHARE UNDER THE SETTLEMENT!

E. TO OBJECT TO THE SETTLEMENT

If you believe the Settlement is unfair or inadequate in any respect, you must object to the Settlement by filing a written objection with the Los Angeles County Superior Court, Department 322, 600 South Commonwealth Ave., Los Angeles, CA 90005 and by mailing a copy of your objection to Class Counsel and the Settlement Administrator at the above addresses. All objections must be signed and set forth your name, address, telephone number, and the name of the case (*Elias, et al. v. El Pollo Loco, Inc.*, Case No. BC313875). All objections must be filed with the Court, and postmarked to Class Counsel and the Settlement Administrator no later than **February 25, 2010**. Only if you submit an objection may you appear and speak at the Final Approval Hearing.

F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, will be held on **April 1, 2010, at 11:00 a.m.** in Department 322 of the Los Angeles County Superior Court, 600 South Commonwealth Ave., Los Angeles, CA 90005. The Final Approval Hearing may be continued without further notice. It is not necessary for you to appear at this hearing, unless you have timely filed an objection to the Settlement.

**IF YOU HAVE QUESTIONS ABOUT THIS NOTICE,
PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT (888) 369 - 3792.
DO NOT CALL THE COURT.**