

OMB APPROVAL	
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Kehler Dean C</u> <hr/> (Last) (First) (Middle) C/O TRIMARAN CAPITAL PARTNERS 1325 AVENUE OF THE AMERICAS, 28TH FLOOR <hr/> (Street) NEW YORK NY 10019 <hr/> (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>El Pollo Loco Holdings, Inc. [LOCO]</u>	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director <input checked="" type="checkbox"/> 10% Owner Officer (give title below) Other (specify below)
	3. Date of Earliest Transaction (Month/Day/Year) 03/28/2023	
4. If Amendment, Date of Original Filed (Month/Day/Year)		
Rule 10b5-1(c) Transaction Indication <input type="checkbox"/> Check this box to indicate that a transaction was made pursuant to a contract, instruction or written plan that is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). See Instruction 10.		

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	03/28/2023		J ⁽¹⁾		11,116,638	D	\$0.00	95,602	I	See footnote ⁽²⁾
Common Stock	03/28/2023		J ⁽³⁾		5,182,564	A	\$0.00	5,182,564	I	See footnote ⁽⁴⁾
Common Stock	03/28/2023		J ⁽⁵⁾		4,800,152	D	\$0.00	382,412	I	See footnote ⁽⁴⁾

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date					

1. Name and Address of Reporting Person*
Kehler Dean C

 (Last) (First) (Middle)
 C/O TRIMARAN CAPITAL PARTNERS
 1325 AVENUE OF THE AMERICAS, 28TH FLOOR

 (Street)
 NEW YORK NY 10019

 (City) (State) (Zip)

1. Name and Address of Reporting Person*
Trimaran Capital, L.L.C.

 (Last) (First) (Middle)
 C/O TRIMARAN CAPITAL PARTNERS
 1325 AVENUE OF THE AMERICAS, 28TH FLOOR

 (Street)
 NEW YORK NY 10019

 (City) (State) (Zip)

1. Name and Address of Reporting Person*

[Bloom Jay R](#)

(Last) (First) (Middle)

C/O TRIMARAN CAPITAL PARTNERS
1325 AVENUE OF THE AMERICAS, 28TH FLOOR

(Street)

NEW YORK NY 10019

(City) (State) (Zip)

1. Name and Address of Reporting Person*

[Trimaran Pollo Partners, L.L.C.](#)

(Last) (First) (Middle)

C/O TRIMARAN FUND MANAGEMENT, L.L.C.
1325 AVENUE OF THE AMERICAS, 28TH FLOOR

(Street)

NEW YORK NY 10019

(City) (State) (Zip)

Explanation of Responses:

1. Trimaran Pollo Partners, L.L.C. distributed these shares to all of its members on a ratable basis, for no consideration.
2. Represents shares held directly by Trimaran Pollo Partners, L.L.C. Trimaran Capital, L.L.C. is the managing member of Trimaran Pollo Partners, L.L.C. Mr. Bloom and Mr. Kehler are the managing members of Trimaran Capital, L.L.C. Each of Trimaran Capital, L.L.C., Mr. Bloom and Mr. Kehler may be deemed a beneficial owner of shares of the issuer's common stock held by Trimaran Pollo Partners, L.L.C., but disclaims beneficial ownership thereof, except to the extent of its or respective pecuniary interest therein.
3. Represents shares received by Trimaran Fund II, L.L.C., Trimaran Parallel Fund II, L.P., and Trimaran Capital, L.L.C. in a ratable distribution by Trimaran Pollo Partners, L.L.C. for no consideration.
4. Represents shares held directly by Trimaran Capital, L.L.C., Trimaran Fund II, L.L.C. and Trimaran Parallel Fund II, L.P. Trimaran Investments II, L.L.C. is the special member of Trimaran Fund II, L.L.C. and the special limited partner of Trimaran Parallel Fund II, L.P. Mr. Bloom and Mr. Kehler are the managing members of Trimaran Capital, L.L.C. and Trimaran Investments II, L.L.C. Each of Mr. Bloom and Mr. Kehler may be deemed a beneficial owner of shares of the issuer's common stock held by Trimaran Capital, L.L.C., Trimaran Fund II, L.L.C. and Trimaran Parallel Fund II, L.P., but disclaims beneficial ownership thereof, except to the extent of his respective pecuniary interest therein.
5. Trimaran Fund II, L.L.C., Trimaran Parallel Fund II, L.P., and Trimaran Capital L.L.C distributed these shares to all of their members and limited partners, as applicable, on a ratable basis, for no consideration. Includes 11,433 shares distributed to Trimaran Investments II, L.L.C., 69,620 shares distributed to Mr. Kehler and 69,620 shares distributed to Mr. Bloom.

Remarks:

Exhibit List: Ex.24 - Power of Attorney

[/s/ Dean C. Kehler](#) [03/28/2023](#)

[/s/ Dean C. Kehler, Managing Director, on behalf of Trimaran Capital, L.L.C.](#) [03/28/2023](#)

[/s/ Dean C. Kehler, as attorney-in-fact for Jay R. Bloom](#) [03/28/2023](#)

[/s/ Dean C. Kehler, Managing Director of Trimaran Capital, L.L.C., as Managing Member of Trimaran Pollo Partners, L.L.C.](#) [03/28/2023](#)

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

Joint Filing Agreement & Power of Attorney

In accordance with Rule 13d-1(k) (1) promulgated under the Securities Exchange Act of 1934 (the "Act"), each of the undersigned agrees to joint filing of statements on schedules 13D and 13G, or any amendments thereto, with respect to the common stock of El Pollo Loco Holdings, Inc. (the "Company").

Each further expressly authorizes each other party to this agreement to file on its behalf any such statement or amendment.

Each further agrees to the filing of this agreement as an exhibit to any such statement or amendment or any other regulatory filing.

Each further hereby severally constitutes and appoints each of the following natural persons, each, with full power to act alone, as true and lawful attorney-in-fact and agent, with full power of substitution, resubstitution, and revocation, for and in the undersigned's name, place, and stead, and in any and all capacities, to sign any and all such statements or amendments, or any other documents required by any securities regulatory authority, including without limitation on Forms 3, 4, 5, 13F, and 13H, and all exhibits thereto and other documents in connection therewith, in connection with the common stock of the Company, and to deliver, furnish, or file the same as necessary with any such regulator, including the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to take any other action of any type whatsoever in connection with the foregoing that, in the opinion of that attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, as fully to all intents and purposes as the undersigned might or could do if personally present, it being understood that the documents signed by such attorney-in-fact on behalf of the undersigned pursuant hereto may be in such form and contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion, and hereby ratifies and confirms all that said attorney-in-fact and agent, or the substitute or substitutes thereof, may lawfully do or cause to be done by virtue hereof and the rights and powers granted hereby.

Each further agrees that any determination by an attorney-in-fact named herein in accordance with this power of attorney will be conclusively evidenced by that person's signing, delivery, furnishing, or filing of the applicable document.

Each further acknowledges that none of (i) the attorneys-in-fact, in serving as such at the request of the undersigned, (ii) the Company, and (iii) Skadden, Arps, Slate, Meagher & Flom LLP, are assuming any of the responsibilities of the undersigned to comply with the Act and the rules and regulations thereunder.

Attorneys-in-Fact:

Trimaran Capital Partners
Jay R. Bloom
Dean C. Kehler
Michael G. Maselli
Wesley W. Barton

El Pollo Loco Holdings, Inc.
Stephen J. Sather
Laurance Roberts
Edith R. Austin

Skadden, Arps, Slate, Meagher & Flom LLP
Andrea L. Nicolas
Ian Beaumont
Edward P. Mahaney-Walter
Bryant H. Park
Kathleen N. Miller

This power of attorney is valid from the date hereof and will remain in full force and effect until, in respect of each of the undersigned, the undersigned is no longer required to file statements on any of the aforementioned forms or schedules, or any amendments thereto, in connection with the common stock of the Company, unless earlier revoked in writing by the undersigned, or until, in respect of any attorney-in-fact named herein, that attorney-in-fact ceases to be a partner, member, director, officer, or employee of the entity under which the name of that attorney-in-fact is affixed, or any of its affiliates, or revoked in writing by that entity.

IN WITNESS WHEREOF, the undersigned have caused this agreement and power of attorney to be executed as of the date set forth below.

Dated: February 11, 2015

TRIMARAN POLLO PARTNERS, L.L.C.

By:
TRIMARAN CAPITAL, L.L.C.
its Managing Member

By:
/s/ Dean C. Kehler

Name:
Dean C. Kehler
Title:
Managing Member

TRIMARAN CAPITAL, L.L.C.

By:
/s/ Dean C. Kehler

Name:
Dean C. Kehler
Title:
Managing Member

/s/ Jay R. Bloom

Jay R. Bloom

/s/ Dean C. Kehler

Dean C. Kehler