

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

FILED
2008 AUG -4 PM 4:06
CLERK OF DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____ DEPUTY
-KC

CHICO'S TACOS, INC.,

Plaintiff,

vs.

CHUCOS MANAGEMENT
GROUP, LLC and JOEL L. ORTEGA

Defendants.

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Civil Action No. EP07CA0429 -KC

FIRST AMENDED COMPLAINT

Plaintiff Chico's Tacos, Inc. files its First Amended Complaint against Defendants Chucos Management Group, LLC and Joel L. Ortega and in support thereof states as follows.

Parties

1. Chico's Tacos, Inc. ("Chico's Tacos" or "Chico's") is a Texas corporation with its principal place of business at 10530 Montwood, El Paso, Texas, 79935.
2. Chucos Management Group, LLC ("Chuco's Tacos" or "Chuco's") is a Texas limited liability company with its principal and registered office at 1400 Airway Boulevard, Suite C, El Paso, Texas 79925.
3. Joel L. Ortega is a citizen of the State of Texas. Upon information and belief, Joel Ortega, in his individual capacity, resides in El Paso, Texas.

Jurisdiction and Venue

4. This Court has federal question jurisdiction over the subject matter of this action pursuant to 15 U.S.C. §§ 1121 and 1125 and 28 U.S.C. §§ 1331 and 1338, and supplemental jurisdiction over Chico's state law claims pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)-(c) and because (i) Defendant Chuco's Tacos maintains its principal and registered office and company headquarters within this Judicial District and Division and (ii) upon information and belief, Defendant Joel Ortega, acting in his individual capacity, resides within this Judicial District and Division.

Factual Background

6. Joe Mora opened the first Chico's Tacos restaurant in El Paso, Texas on July 4, 1953. At that time, Mr. Mora adopted the term CHICO'S TACOS as a trademark, and the Mora family has continuously used the name CHICO'S TACOS for its restaurants since that time. The Mora family continues to own and operate Chico's Tacos. Under the family's direction, Chico's Tacos has continually expanded to five restaurants in the El Paso area.

7. Chico's Tacos is widely known throughout Texas, New Mexico, Arizona, California, and other areas of the United States. As a result of this success, the Mora family has been approached on several occasions by others seeking franchise opportunities. The family has declined to contract out its business, but plans to expand, through franchising and/or on its own, throughout Texas, and possibly into New Mexico and Arizona.

8. Chico's Tacos is known by its distinctive name and trade dress. Through its advertising, store placement, growth, and expansion, Chico's Tacos has cultivated and developed significant recognition and goodwill in its name and distinctive characteristics.

9. Chico's Tacos obtained a Certificate of federal registration for its "CHICO'S TACOS" mark. The Certificate, Registration No. 2,208,724, for restaurant services, was issued December 8, 1998. The registration is valid and subsisting in law and is duly and legally issued. A copy of the federal trademark registration is attached as Exhibit A hereto.

10. Chico's Tacos also obtained a Certificate of Trademark or Service Mark Registration for the CHICO'S TACOS mark, Registration No. 57064, from the State of Texas on August 28, 1997 and renewed the Certificate on August 28, 2007. A copy of the Texas Certificate of Renewal is attached as Exhibit B hereto.

11. Since 1953, Chico's Tacos has used a particular trade dress, including a distinctive lettering of the name "CHICO'S TACOS," which Chico's Tacos had designed especially for its use and which is the subject of Registration No. 2,208,724. In addition to the distinctive lettering, the trade dress used by Chico's Tacos incorporates, among other things, a sombrero prominently placed near the name "CHICO'S TACOS" on its signs, cups, food trays, t-shirts and advertisements and the phrase "Established 1953 El Paso, Texas" prominently placed near the name "CHICO'S TACOS" on its signs, cups, food trays, t-shirts and advertisements. Also, the name "CHICO'S TACOS" has become synonymous with its unique signature dish, rolled tacos. The dish includes three tacos that are rolled, deep fried and covered with a special sauce and shredded cheese and served in a paper food tray. For over fifty years, customers throughout the Southwest have equated rolled tacos with CHICO'S TACOS. Pictures depicting CHICO'S TACOS and the Chico's trade dress are attached as Exhibit C hereto.

12. As a result of Chico's long use of the CHICO'S TACOS mark and the Chico's trade dress in association with its restaurants, and because Chico's restaurants have been and continue to be very successful and well-regarded by the public, the CHICO'S TACOS mark and the Chico's trade dress have come to be recognized by the public as being sponsored by, approved by, authorized by, associated with, or affiliated with Chico's Tacos. Chico's Tacos has established substantial goodwill in the CHICO'S TACOS mark and the Chico's trade dress, and

the CHICO'S TACOS mark and the Chico's trade dress have become valuable assets of Chico's Tacos.

13. Defendants, without Chico's permission, have adopted and used the mark, CHUCO'S TACOS, which is confusingly similar to the CHICO'S TACOS mark, as well as a trade dress confusingly similar to Chico's trade dress.

14. In July 2007, Jose Luis Ortega Jr., Blanca E. Ortega, Joel L. Ortega, and David Adrian Sahagun formed the company Chucos Management Group, LLC, naming themselves as managers of the company. The managers, despite having knowledge of Chico's Tacos and being acquainted with the Mora family, assumed the name "CHUCO'S TACOS" on behalf of the company. Indeed, the company's Assumed Name Certificate, filed with the State of Texas on behalf of the company by manager Jose Luis Ortega Jr., states that the company intends to conduct business under the name CHUCO'S TACOS in El Paso County, Texas, and might conduct such business under the name CHUCO'S TACOS in all Texas counties.

15. As early as August 2007, Chuco's Tacos opened a new restaurant in Austin, Texas, using the name CHUCO'S TACOS. The company uses a mark and trade dress confusingly similar to the CHICO'S TACOS mark and the Chico's trade dress. Among other things, Chuco's Tacos uses a nearly identical lettering on its CHUCO'S TACOS signs, menus, t-shirts and advertisements to that used by Chico's Tacos. In addition, the company uses a sombrero prominently placed near the name "CHUCO'S TACOS" on its menus, advertisements, t-shirts and signs, and uses the phrase "Inspired by the tastes of El Paso" on the company's webpage, and, upon information and belief, on its menus, advertisements, t-shirts and signs. Finally, playing off of CHICO'S TACOS famous rolled tacos, Chuco's Tacos' signature dish is the "CHUCO'S TACOS," which consists of three rolled tacos covered with a special sauce and

shredded cheese and served in a paper food tray. The signature dish is personified in CHUCO'S TACOS' signs, menus, t-shirts and advertisements as a rolled taco character wearing a sombrero. Pictures, menus, and advertisements illustrating the Chuco's Tacos restaurant are attached as Exhibit D hereto.

16. Because Defendants' mark and trade dress are substantially similar to the CHICO'S TACOS mark and the Chico's trade dress, the Chuco's Tacos restaurant is confusingly similar to the restaurants operated under the CHICO'S TACOS mark and is likely to continue to cause confusion and mistake, and to deceive consumers. Indeed, several individuals have contacted Chico's Tacos and made inquiry into the new "Chico's Tacos" in Austin, Texas. Thus, Defendants' adoption and use of the CHUCO'S TACOS mark has caused and is now causing severe and irreparable harm to Chico's Tacos, to the value of the CHICO'S TACOS mark and the Chico's trade dress, and to the goodwill associated therewith.

17. In addition, Defendants' infringing conduct was willful and intentional. Before opening the Chuco's Tacos restaurant, Defendant Joel Ortega told at least one member of the Mora family that he could open a Chico's Tacos and just change one letter in the name. Defendant Ortega, with the other owners, subsequently formed Chuco's Tacos in pursuance of this plan and with a common purpose to infringe upon the name and reputation of Chico's Tacos.

18. Defendants have engaged in the unauthorized offering and sale of goods and services under the infringing mark and trade dress willfully and with full knowledge that they had no right to use them.

19. Defendants have acted willfully and maliciously, have unlawfully attempted to trade on the commercial value, reputation and goodwill of the CHICO'S TACOS mark and the Chico's trade dress, and have deliberately and intentionally confused and deceived the public as

to an affiliation, connection or association of the Chuco's Tacos restaurant with the Chico's Tacos restaurants, and/or as to the origin, sponsorship or approval of the Chuco's Tacos restaurant.

20. Defendants have been and continue to be unjustly enriched at the expense of Chico's Tacos by the unauthorized adoption and use of the infringing mark and trade dress.

21. Unless the acts of Defendants are restrained by this Court, Defendants will continue to cause irreparable injury to Chico's Tacos and to the public for which there is no adequate remedy at law.

COUNT I
Trademark Infringement

22. Chico's Tacos incorporates by reference paragraphs 1-21 of this Complaint.

23. Defendants' conduct has caused and is likely to continue to cause confusion, mistake, and deception as to the source of both Chuco's and Chico's restaurant services. Indeed, Defendants' adoption and use of the CHUCO'S TACOS mark, along with their use of a trade dress confusingly similar to the Chico's trade dress, has caused and is likely to continue to cause purchasers or others to mistakenly believe that the Chuco's Tacos restaurant is legitimately connected with, sponsored, or approved by Chico's Tacos, or that Chico's restaurants are connected with, sponsored, or approved by Chuco's Tacos, which is not the case.

24. Defendants' actions constitute trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1114(1), and the common law of the State of Texas.

25. The acts of Defendants were committed willfully, with full knowledge of Chico's Tacos' rights, and with the intention of deceiving and misleading the public and diverting from Chico's Tacos to Defendants the benefits arising from Chico's Tacos' valuable goodwill, reputation, and trademark.

26. Defendants' conduct is irreparably damaging and blatant in nature within the meaning of 15 U.S.C. § 1117(a) and will continue to damage Chico's Tacos unless enjoined by this Court.

27. As a direct and proximate result of Defendants' unlawful infringement, Chico's Tacos has and continues to suffer damages and is entitled to recover the profits made by Defendants as a result of the infringement; the damages incurred by Chico's Tacos as a result of the confusion caused by the infringement, including lost profits and lost royalty and/or franchise income; trebled damages; attorneys' fees and costs; pre-judgment and post-judgment interest, and all other damages available under the Lanham Act and the common law of Texas.

COUNT II
Unfair Competition

28. Chico's Tacos incorporates by reference paragraphs 1-27 of this Complaint.

29. Defendants' actions constitute false representations and false designations and have caused and are likely to continue to cause confusion, mistake, or deception as to the affiliation, connection or association of Chuco's Tacos with Chico's Tacos, or as to the origin, sponsorship or approval of the Chuco's Tacos restaurant by Chico's Tacos. In particular, Defendants' adoption and use of a mark that is confusingly similar to the CHICO'S TACOS mark and the Chico's trade dress has caused and is likely to continue to cause purchasers or others to mistakenly believe that the Chuco's Tacos restaurant is legitimately connected with, sponsored, or approved by Chico's Tacos, or that Chico's restaurants are connected with, sponsored, or approved by Chuco's Tacos, which is not the case.

30. Defendants' acts constitute unfair competition with Chico's Tacos in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and the common law of the State of Texas.

31. The acts of Defendants were committed willfully, with full knowledge of Chico's Tacos' rights, and with the intention of deceiving and misleading the public and diverting from Chico's Tacos to Defendants the benefits arising from Chico's Tacos' valuable goodwill, reputation, and trademark.

32. Defendants' acts are greatly and irreparably damaging to Chico's Tacos and will continue to damage Chico's Tacos unless enjoined by this Court.

33. As a direct and proximate result of Defendants' actions, Chico's Tacos has and continues to suffer damages and is entitled to recover the profits made by Defendants; the damages incurred by Chico's Tacos as a result of the confusion caused by Defendants, including lost profits and lost royalty and/or franchise income; trebled damages; attorneys' fees and costs; pre-judgment and post-judgment interest, and all other damages available under the Lanham Act and the common law of Texas.

COUNT III
Conspiracy to Infringe

34. Chico's Tacos incorporates by reference paragraphs 1-33 of this Complaint.

35. Chuco's Tacos and Joel Ortega, for a common purpose, intentionally undertook a concerted action to infringe upon and unfairly compete with Chico's Tacos. Prior to forming Chuco's Tacos, Defendant Joel Ortega adopted a plan to infringe upon the Chuco's Tacos mark. As part of this common plan, Defendant Ortega and the other owners, formed Chuco's Tacos. Defendant Ortega formed and adopted the infringing acts and conspired with the company in pursuance of the plan for this common purpose.

36. The acts of Defendants were committed willfully, with full knowledge of Chico's Tacos' rights, and with the intention of deceiving and misleading the public and diverting from

Chico's Tacos to Defendants the benefits arising from Chico's Tacos' valuable goodwill, reputation, and trademark.

37. Defendants' acts are greatly and irreparably damaging to Chico's Tacos and will continue to damage Chico's Tacos unless enjoined by this Court.

38. As a direct and proximate result of Defendants' actions, Chico's Tacos has and continues to suffer damages and is entitled to recover the profits made by Defendants; the damages incurred by Chico's Tacos as a result of the confusion caused by the Defendants, including lost profits and lost royalty and/or franchise income; trebled damages; attorneys' fees and costs; pre-judgment and post-judgment interest, and all other damages available under the law.

COUNT IV
Contributory Infringement

39. Chico's Tacos incorporates by reference paragraphs 1-38 of this Complaint.

40. Defendant Joel Ortega had notice and knowledge of the unlawful activity set out above. Defendant Ortega had control of the distribution of the unauthorized use of the CHUCO'S TACOS Mark and allowed the unauthorized use of the mark to take place.

41. The acts of Defendant Ortega were committed willfully, with full knowledge of Chico's Tacos' rights, and with the intention of deceiving and misleading the public and diverting from Chico's Tacos to Defendants the benefits arising from Chico's Tacos' valuable goodwill, reputation, and trademark.

42. Defendant Ortega will continue it acts causing irreparable injury to Chico's Tacos unless such activities are enjoined by this Court.

43. As a direct and proximate result of Defendant Ortega's actions, Chico's Tacos has and continues to suffer damages and is entitled to recover the resulting profit; the damages

incurred by Chico's Tacos as a result of the confusion caused by Defendant Ortega, including lost profits and lost royalty and/or franchise income; trebled damages; attorneys' fees and costs; pre-judgment and post-judgment interest, and all other damages available under the law.

COUNT V
Federal Trademark Dilution

44. Chico's Tacos incorporates by reference paragraphs 1-43 of this Complaint.

45. The CHICO'S TACOS mark is famous and distinctive within the meaning of the Federal Dilution Act, 15 U.S.C. § 1125(c). Since 1953, Chico's Tacos has commercially used and promoted the CHICO'S TACOS mark in the restaurant market. During this 50-plus year period, the CHICO'S TACOS mark has been inherently strong and distinctive, has received extensive advertising and promotion, has been widely recognized by customers and those involved in the restaurant industry, and has been federally registered.

46. Defendants' conduct, as described above, has diluted the famous and distinctive quality of the CHICO'S TACOS mark in violation of the Federal Dilution Act, 15 U.S.C. § 1125(c).

47. The acts of Defendants were committed willfully, with full knowledge of Chico's Tacos' rights, and with the intention of deceiving and misleading the public and diverting from Chico's Tacos to Defendants the benefits arising from Chico's Tacos' valuable goodwill, reputation, and trademark.

48. Defendants' conduct is greatly and irreparably damaging to Chico's Tacos and will continue to damage Chico's Tacos unless enjoined by this Court.

49. As a direct and proximate result of Defendants' actions, Chico's Tacos has and continues to suffer damages and is entitled to recover the profits made by Defendants as a result of the dilution; the damages incurred by Chico's Tacos as a result of the confusion caused by the

Defendants, including lost profits and lost royalty and/or franchise income; trebled damages; attorneys' fees and costs; pre-judgment and post-judgment interest, and all other damages available under the Federal Dilution Act.

COUNT VI
Dilution Under Texas Law

50. Chico's Tacos incorporates by reference paragraphs 1-49 of this Complaint.

51. Defendants' conduct constitutes an injury to Chico's business reputation and dilutes the distinctive quality of the CHICO'S TACOS mark in violation of Section 16.29 of the Texas Business and Commerce Code.

52. As a result of Defendants' conduct, Chico's Tacos has suffered irreparable loss and damage to its trade, reputation, and goodwill for which there is no adequate remedy at law.

53. Moreover, Defendants' conduct has been deliberate and willful, and is infringing with the intent to trade on Chico's reputation and to cause dilution of the CHICO'S TACOS mark.

54. Defendants' conduct is greatly and irreparably damaging to Chico's Tacos and will continue to damage Chico's Tacos unless enjoined by this Court.

55. As a result of Defendants' conduct, Chico's Tacos has suffered damages and is entitled to recover, among other things, injunctive relief, damages, and attorney's fees.

COUNT VII
Unjust Enrichment

56. Chico's Tacos incorporates by reference paragraphs 1-55 of this Complaint.

57. Defendants' actions constitute an unjust enrichment of Defendants at the expense of Chico's Tacos. Specifically, Defendants have obtained a benefit belonging to Chico's Tacos as a result of its knowing and intentional violation of the Lanham Act, Section 16.29 of the

Texas Business and Commerce Code, and the Texas common law. Defendants will be unjustly enriched if allowed to retain the money obtained in this unlawful manner.

58. As a result of Defendants' conduct, Chico's Tacos has been damaged and is entitled to recover the profits wrongfully obtained by Defendants, attorney's fees, and prejudgment interest.

Prayer For Relief

WHEREFORE, Chico's Tacos prays that judgment be entered in its favor against Defendants, as set forth in the above counts, as follows:

(1) Defendants' conduct be found to have violated and/or continue to violate Chico's rights under Sections 38 and 43 of the Lanham Act, Section 16.29 of the Texas Business and Commerce Code, and the common law of the State of Texas.

(2) Defendants and their managers, assigns, agents, servants, affiliates, employees, attorneys and representatives, and all those in privity or acting through or in concert with them be permanently enjoined from:

(a) using, in connection with the promotion, advertising or offering in connection with Defendants' restaurant, the CHICO'S TACOS mark, the CHUCO'S TACOS mark, or any other trademark, service mark, name, logo or source designation of any kind that is confusingly similar to the CHICO'S TACOS mark;

(b) using, in connection with the promotion, advertising or offering in connection with the Chuco's Tacos restaurant, any trade dress, trademark, service mark, name, logo or source designation of any kind that is confusingly similar to the Chico's trade dress;

(c) otherwise competing unfairly with Chico's Tacos in any manner; and

(d) conspiring with, aiding, assisting or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (c) above.

(3) Chico's Tacos recover all damages it has sustained as a result of Defendants' conduct.

(4) Chico's Tacos recover all damages that it is entitled to under the Lanham Act, the Federal Dilution Act, Section 16.29 of the Texas Business and Commerce Code, and the common law of the State of Texas.

(5) Defendants' acts be found to have been performed knowingly, deliberately and with the intent to trade upon the goodwill of Chico's Tacos and that such damages awarded to Chico's Tacos be trebled.

(6) Defendants and their managers, assigns, agents, servants, affiliates, employees, attorneys and representatives be directed to destroy and discontinue use of all infringing materials, including but not limited to all products, labels, signs, prints, packages, wrappers, receptacles, websites, advertisements, and any other materials in their possession or control that depict the name or mark CHICO'S TACOS, CHUCO'S TACOS, or any other name or mark confusingly or substantially similar to the CHICO'S TACOS mark or Chico's trade dress, and any materials or articles used for making or reproducing the same.

(7) Defendants be directed to surrender any trademark registrations for the service mark CHUCO'S TACOS or any other mark confusingly or substantially similar to the CHICO'S TACOS mark.

(8) Defendants be required to submit to an accounting to determine its profits that resulted from the sale of services under the infringing mark and dress; Chico's Tacos be entitled to a disgorgement of profits; and that such profits be paid over to Chico's Tacos.

(9) Defendants be ordered to pay Chico's costs and disbursements, including its reasonable attorney's fees, court costs, and prejudgment and post-judgment interest.

(10) Defendants be ordered to pay Chico's Tacos punitive damages in such amount as the Court finds arises from Defendants' willful acts of common law unfair competition.

(11) Defendants be required to file with the Court and to serve upon counsel for Chico's Tacos a written report, under oath, setting forth in detail the manner and form in which Defendants has complied with the injunction issued by the Court.

(12) Chico's Tacos recover such other and further relief as the Court may deem just and proper.

Respectfully submitted,



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ATTORNEYS FOR PLAINTIFF
CHICO'S TACOS, INC.

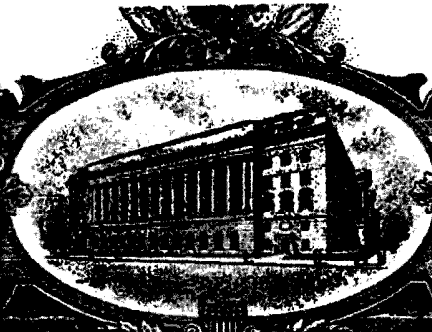
CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of August, 2008 a true and correct copy of the foregoing document was served on the following known counsel via hand delivery:

Mark N. Osborn
Jeanne C. Collins
Kemp Smith LLP
221 N. Kansas Street, Suite 1700
El Paso, Texas 79901



533740



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

March 08, 2002

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,208,724 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *December 08, 1998*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant***



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

E. Bornett
**E. BORNETT
Certifying Officer**

Ex. A

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,208,724

Registered Dec. 8, 1998

**SERVICE MARK
PRINCIPAL REGISTER**

CHICO'S TACOS

**CHICO'S TACOS, INC. (TEXAS CORPORATION)
10530 MONTWOOD DRIVE
EL PASO, TX 79935**

**NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "TACOS", APART FROM THE
MARK AS SHOWN.**

**FOR: RESTAURANT SERVICES, IN CLASS
42 (U.S. CLS. 100 AND 101).**

SER. NO. 75-361,676, FILED 9-23-1997.

**FIRST USE 7-4-1953; IN COMMERCE
7-4-1953.**

**ANGELA BISHOP WILSON, EXAMINING AT-
TORNEY**

FROM : CHICOS TACOS
Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

PHONE NO. : 9155930808

Dec. 04 2007 04:24AM P2

Roger Williams
Secretary of State



Office of the Secretary of State

**CERTIFICATE OF RENEWAL OF TRADEMARK OR SERVICE MARK
REGISTRATION
OF
CHICO'S TACOS**

In accordance with the provisions of Chapter 16, Texas Business and Commerce Code, the attached Application for Renewal has been filed in the Office of the Secretary of State on the date noted below to renew the registration listed below for an additional 10 year term.

Registration Number: 5706417
Original Date of Filing: 08/28/1997
Dated: 03/12/2007



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Dianne Gattuso

Fax: (512) 463-5709
TDD: 10271

Dial: 7-1-1 for Relay Services
Document: 163238970002

Ex. B



ESTABLISHED 1953
EL PASO, TEXAS

4230 ALAMEDA

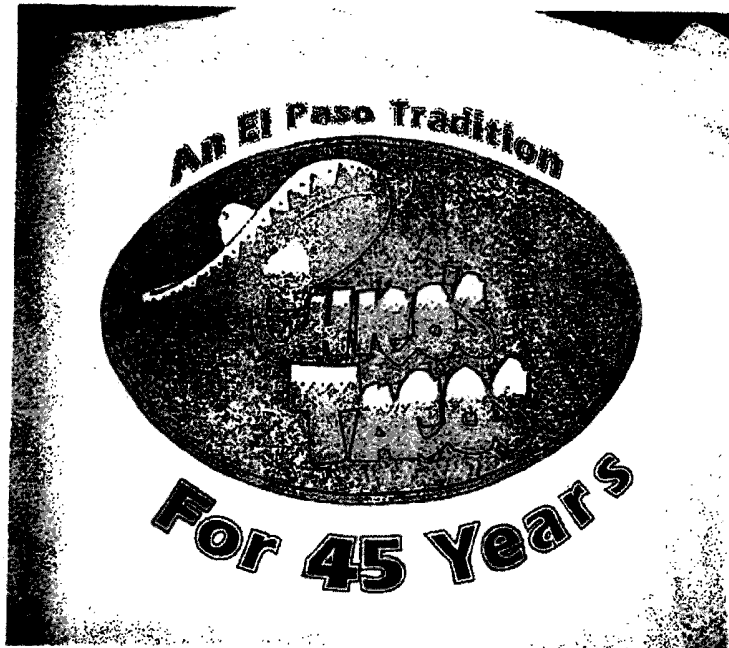
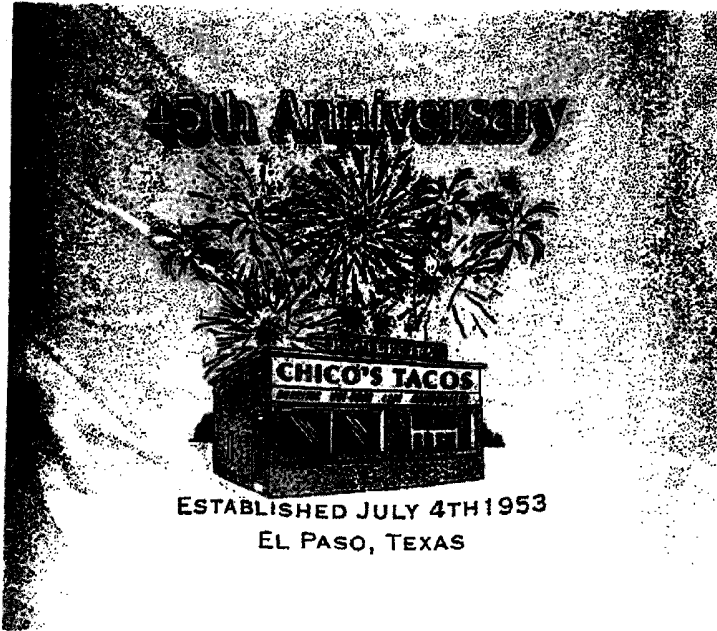
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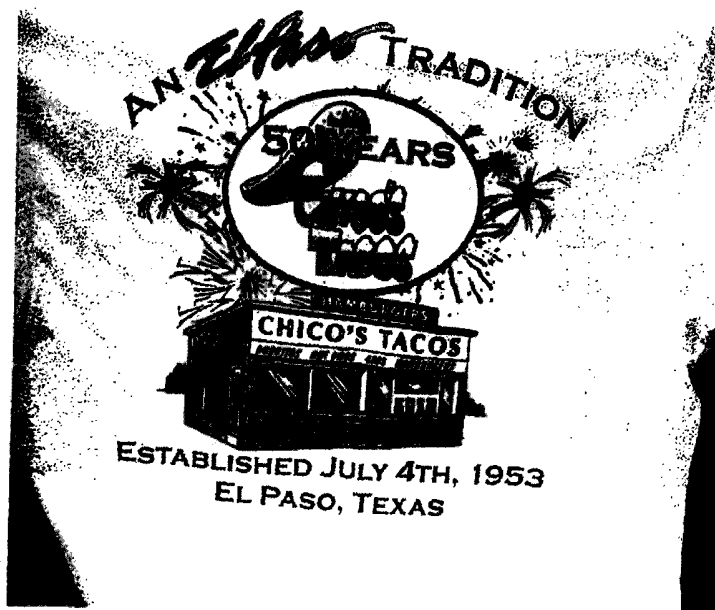
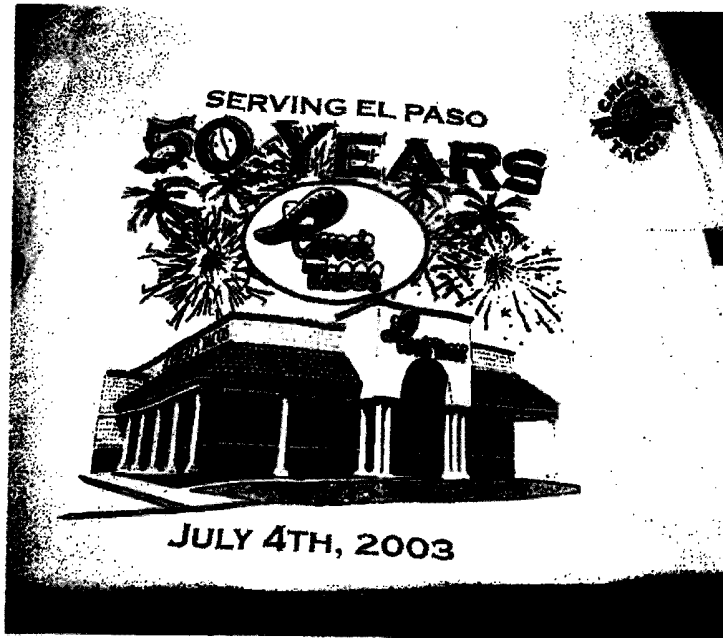
11381 MONTWOOD

5305 MONTANA

1235 McRAE

Ex. C





EL PASO DIABLOS

A BRAND NEW BALL GAME


OUTFIELD FENCE SIGNS

Our outfield fence signs are the most popular form of advertising with the Diablos. Many of our clients renew their signs year after year to maintain name recognition in the marketplace. This photo shows the Chico's Tacos sign (#18R) in relation to other signs in right-center field. Each sign is 8 feet high by 16 feet wide.



100 Gateway North Blvd. • P.O. Drawer 4797 • El Paso, Texas 79914
(915) 755-2000 Phone • (915) 757-0671 Fax
www.diablos.com
AA Affiliate of the Arizona Diamondbacks

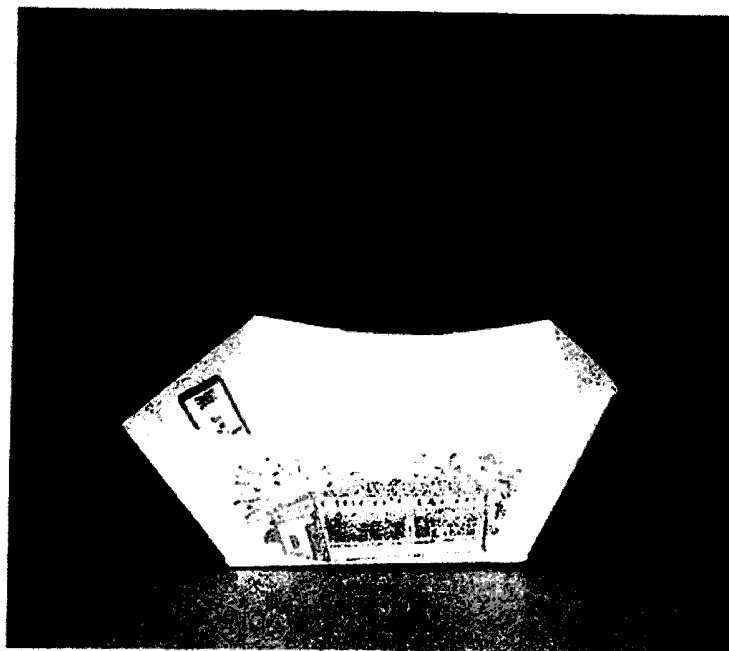
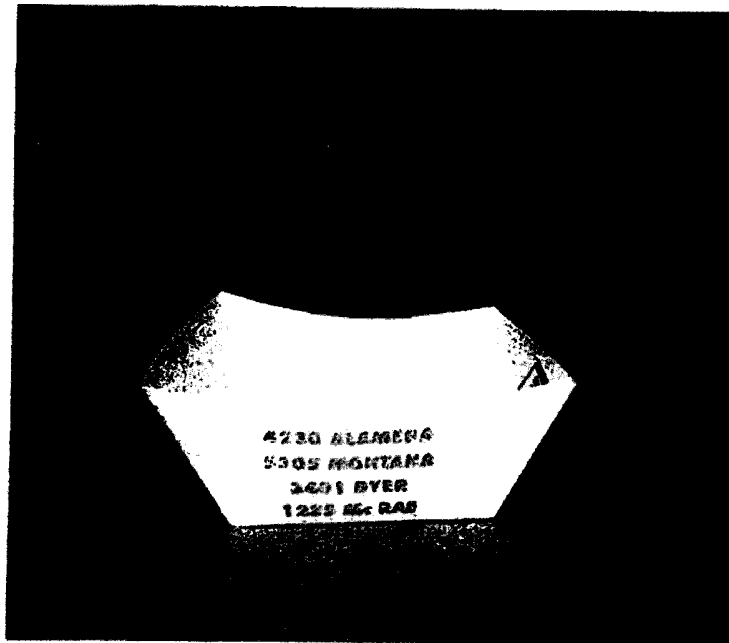
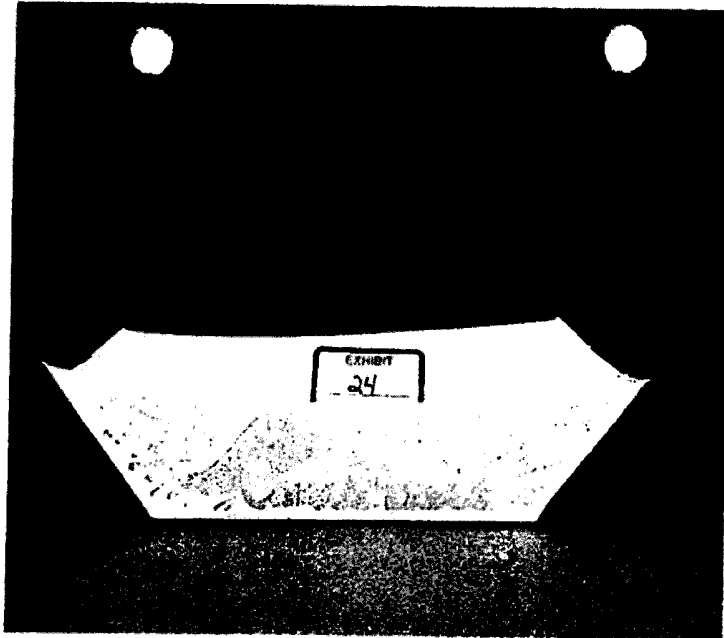
Chicos Tacos 4/10/03 4/7/03 1:44 PM Page 1

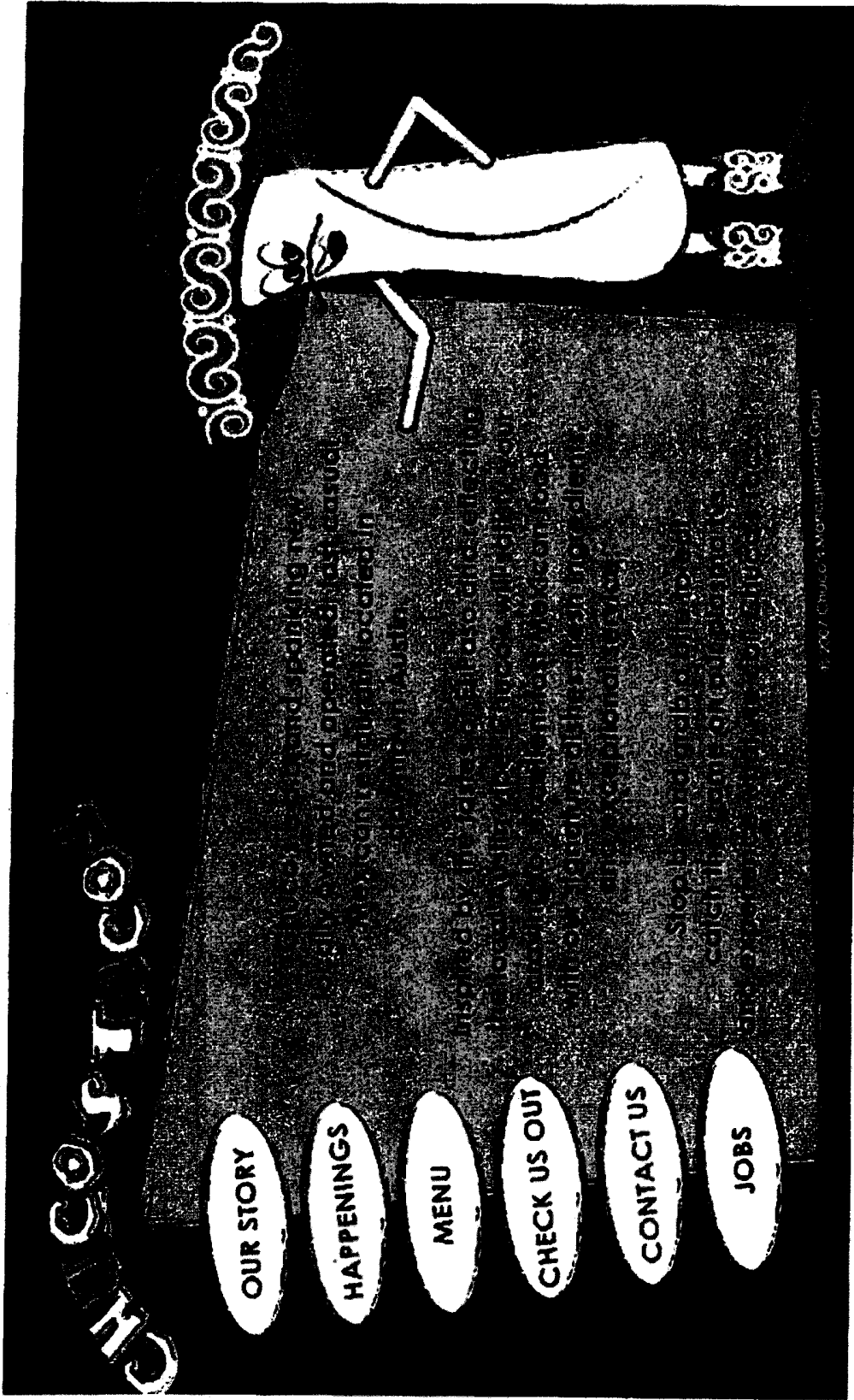


**We Support
Our Heroes
in Uniform**

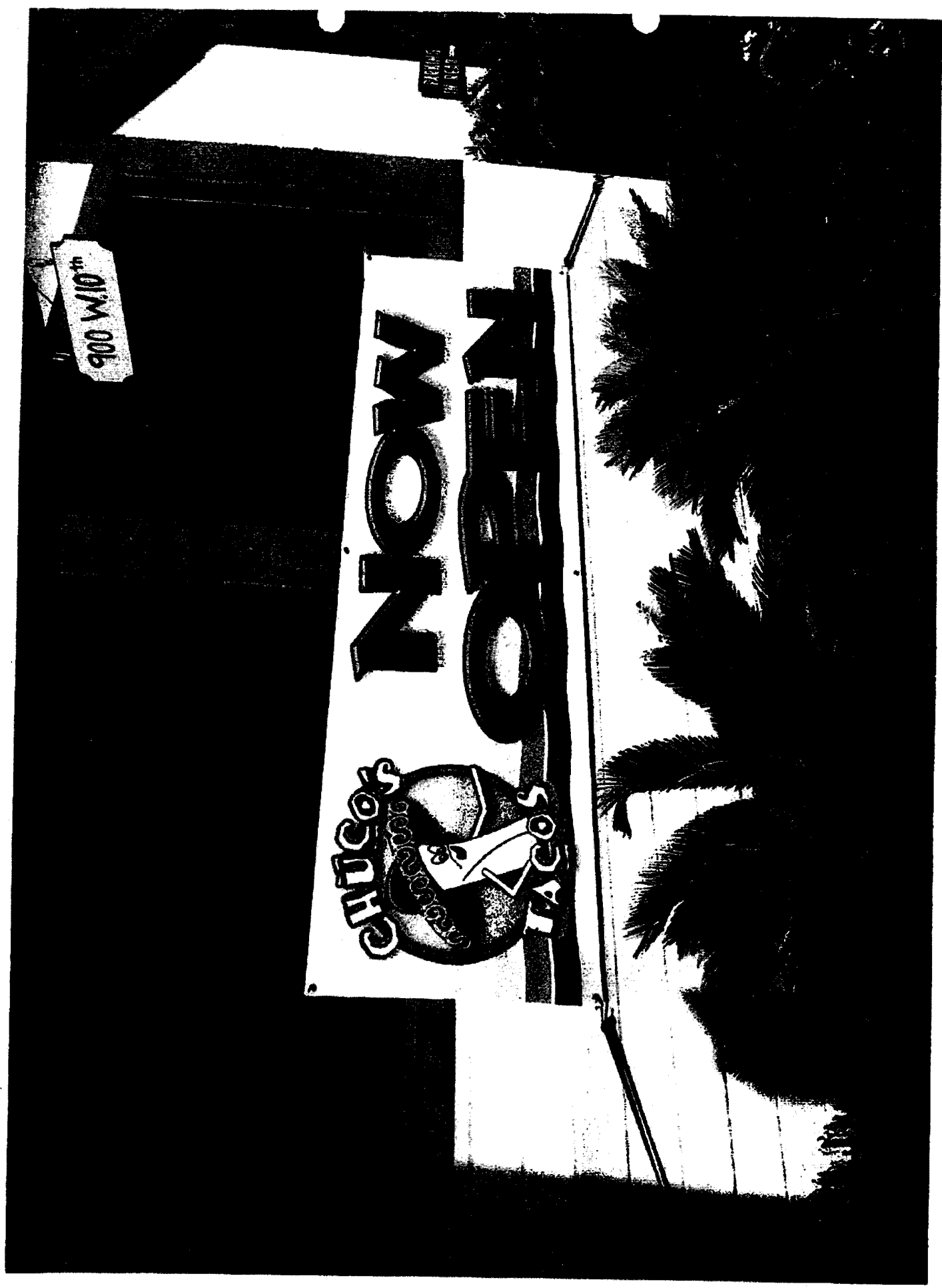
**AN EL PASO TRADITION
4 LOCATIONS TO SERVE YOU**

4320 Alameda	533-0975
5305 Montana	772-7777
3401 Dyer	565-5555
1235 McRae	592-8484





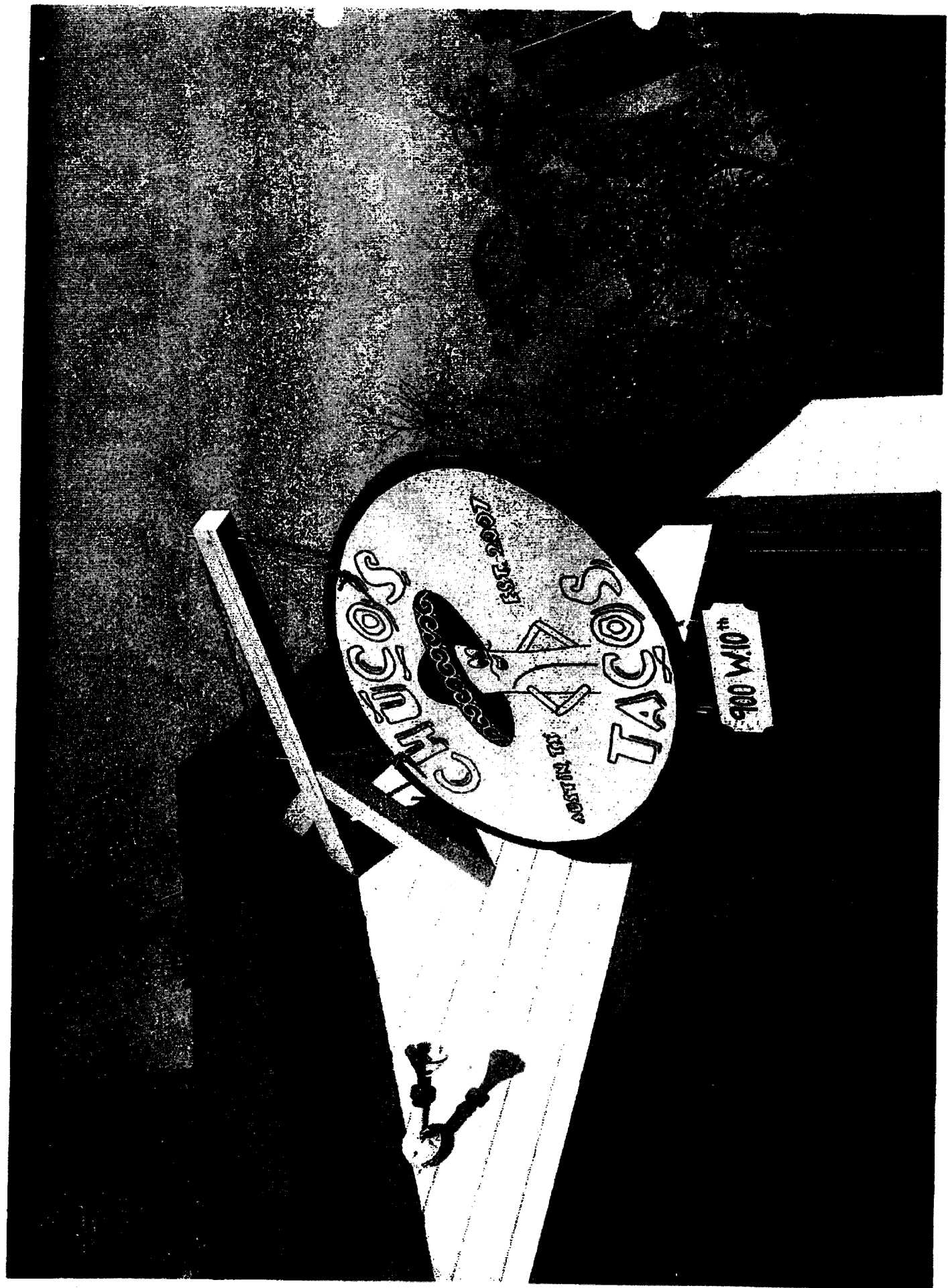
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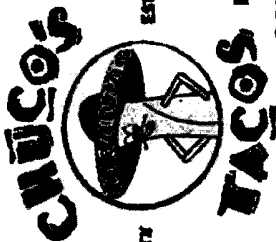


900 W10™

CHUCOS
NOW NOW
TACOS







Chuco's Take Out
476-TACO
 900 W. 10th Street
 Austin, TX 78703

ASSEMBLY TX

Open Daily
 11AM - 10PM

<http://www.chucostacos.com>
<myspace.com/chucostacos>

STARTERS

Appetizers & Snacks

- Chips & Salsa..... \$1.25
- Lil' Chips & Queso..... \$2.99
- Full Chips & Queso..... \$3.99
- Lil' Guacamole..... \$2.55
- Full Guacamole..... \$3.55
- Nachos (Beef or Chicken)..... \$4.99

SIDES

- | | | |
|-------------------|--------|--------|
| | Small | Large |
| Beans & Rice.... | \$1.40 | \$2.05 |
| Fries..... | \$1.25 | \$2.00 |
| Cheese Fries..... | \$1.75 | \$2.50 |
| Onion Rings..... | \$2.00 | \$2.75 |

BEVERAGES

- Fountain Drinks..... \$1.89
- Milk & Juice..... \$1.50

CHUCO'S TACOS

3 Taquitos 6 Taquitos

- Beef..... \$2.55
- Veggie..... \$2.05

Not into sauce?
 Ask for them "Naked"!

CHUCO'S TACOS

Beef or Veggie filled taquitos served in a dish of juicy tomato sauce, topped with a spicy jalapeño sauce

& sprinkled with shredded cheese

QUESADILLAS

- | | | |
|---------------------|-----------|-----------|
| Diego's 2-D Cousini | 2' dillas | 4' dillas |
| Cheese..... | \$1.20 | \$1.85 |
| Chicken..... | \$2.10 | \$3.80 |
| Adobado Chicken... | \$2.55 | \$4.15 |
| Steak..... | \$2.55 | \$4.15 |
| Carne Asada..... | \$2.55 | \$4.15 |
| Veggie..... | \$1.55 | \$2.85 |

FIXINS

- Toppings that can be added for additional charge
- Cheese..... \$.25
 - Queso..... \$.65
 - Sour Cream..... \$.30
 - Bacon..... \$.40
 - Guacamole..... \$.75
 - Extra Meat..... \$1.00
 - 2oz. Dressing... \$.50
 - 4oz. Dressing... \$.80

FREEBIES

- Toppings that can be added to anything you like!
- Mayo, Mustard, Ketchup, Lettuce, Tomatoes, Onions, Pickles, Jalapeños, Grilled Onions, Pico, Salsa, & Cilantro

TORTAS

A bolillo roll filled with lettuce, tomatoes, onions & refried beans.

- Chicken..... \$3.15
- Adobado Chicken... \$3.55
- Steak..... \$3.55
- Carne Asada..... \$3.55

SALADS

Include lettuce, red onions, tomatoes, croutons & cheese

- Side Salad..... \$1.55
- Full Salad..... \$2.55
- Taco Salad..... \$3.55

Taco Salad comes with beef & cilantro, a side of salsa, & lined with tortilla chips.

- Ranch
- Honey Mustard
- Bleu Cheese
- Italian

2oz. per side salad, 4oz. per full

KIDS MEALS

- Classic Taco (1)..... \$3.75
 - Cheese Quesadillas (3)... Your Choice
 - Corn Dog..... Choice
- Includes fries, apple sauce, & beverage.

FREEBIES

- FREE Toppings that can be added to anything you like!
- Mayo, Mustard, Ketchup, Lettuce, Tomatoes, Onions, Pickles, Jalapeños, Grilled Onions, Pico, Salsa, & Cilantro

FIXINS

- Toppings that can be added for additional charge
- Cheese..... \$.25
 - Queso..... \$.65
 - Sour Cream..... \$.30
 - Bacon..... \$.40
 - Guacamole... \$.75
 - Extra Meat..... \$1.00
 - 2oz. Dressing... \$.50
 - 4oz. Dressing... \$.80

We use 100% pure vegetable oil. All burgers are cooked to Medium. * Notice for cooked to order items: Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions. Chuco's Tacos reserves the right to change prices without notice.

BURRITOS

Lettuce, tomatoes, onions rice & refried beans

- Chicken..... \$3.75
- Adobado Chicken..... \$4.15
- Steak..... \$4.15
- Carne Asada..... \$4.15
- Bean & Cheese..... \$2.55
- Veggie..... \$3.05

Unwrap your burrito & call it naked for no additional cost!

BYOB

"Build Your Own Burger"

- Burger Base..... \$2.85
- Cheeseburger Base... \$3.10

*All burgers cooked to Medium

Burger base consists of a patty & bun. Choose your burger building blocks from the freebies and fixins!

DESSERT

- Diego's favorite!
- Ice Cream Scoop..... \$1.00
- Sopapillas (3)..... \$2.10
- Fried Cheese Cake... \$2.99

Cheese Cake served with ice cream and drizzled with chocolate & caramel sauce

