

To state a claim for promissory estoppel, a plaintiff must allege “that (1) defendant made an unambiguous promise to plaintiff, (2) plaintiff relied on such promise, (3) plaintiff’s reliance was expected and foreseeable by defendants, and (4) plaintiff relied on the promise to its detriment.” *Firestone Fin. Corp. v. Meyer*, 796 F.3d 822, 827 (7th Cir. 2015) (quoting *Newton Tractor Sales, Inc. v. Kubota Tractor Corp.*, 233 Ill.2d 46 (2009)).

Here, given the facts that are already alleged, it is evident that Plaintiff can state a claim for promissory estoppel; Newman’s promise of employment was unambiguous, Chehade foreseeably relied on this promise by refraining from running for office, and he then lost the opportunity to run for the office of Representative of the Third district as well as the opportunity to serve in a congressional position in her office and appoint his own staff. Compl. ¶¶ 8-9, 12, 14, Ex. A.

Plaintiff therefore asks that he be permitted to amend his complaint to include a claim of promissory estoppel.

Accordingly, Chehade respectfully requests that this Court DENY Defendant’s motion to dismiss the instant action and GRANT Plaintiff’s motion to amend the complaint to add a claim of promissory estoppel.