

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
VOLUSIA COUNTY, FLORIDA

CASE NUMBER
DIVISION

MICHAEL J CHITWOOD in his official capacity as
VOLUSIA COUNTY SHERIFF,

Plaintiff,

vs

ALIYAH BROOKS and BRITTANY PLUMMER,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Michael J Chitwood, by and through the undersigned counsel, and files this Complaint against the Defendants, Aliyah Brooks and Brittany Plummer, and alleges:

JURISDICTIONAL ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages in excess of fifty thousand dollars (\$50,000.00) exclusive of interest, attorneys' fees and costs, and is within the jurisdiction of this Court.
2. Plaintiff, Michael J Chitwood, is the constitutional elected Volusia County Sheriff and the chief law enforcement officer in Volusia County, Florida mandated to serve and protect its citizens by enforcing the laws of the State of Florida.
3. On information and belief, Defendant Aliyah Zsa'mahreiha Brooks ("Brooks") is an individual residing in Clayton County, Georgia. Brooks was engaged in solicitation or service activity within this state which caused injury to Plaintiff's business and property.
4. On information and belief, Defendant Brittany Plummer ("Plummer") is an individual residing in Bibb County, Georgia. Plummer was engaged in solicitation or service

activity within this state which caused injury to Plaintiff's business and property.

5. Venue is proper in Volusia County, Florida, because the causes of action alleged herein occurred in Volusia County.

6. All conditions precedent to the commencement of this action have been performed or have otherwise occurred.

THE INVASION

7. "Daytona Spring Break 2k26" ("Invasion") was a social media fueled orchestrated "invasion" style party promoted for two weeks in Daytona Beach, Florida and attended by predominantly college-aged individuals from Central Florida, Georgia and other southern States.

8. "Invasion"-style events rely on social media to bring large groups of people to a location for a diffused "party." Promoters advertise these events through social media outlets and generate income from social media engagement in addition to more direct forms of compensation such as selling tickets.

9. By its nature, social media can encourage outrageous behavior because it begets "views." Views are vital to the platforms and to creators who are rewarded for greater views. The quest for more "views" and the resulting monetization of views can lead irresponsible promoters to emphasize the most unruly and outrageous conduct possible to create "viral content." There is no incentive in producing bland content.

10. This Invasion was the handiwork of two promoters - Aliyah Brooks and Brittany Plummer. Through targeted advertising and marketing across social media and the internet, these two promoters worked in concert to bring crowds to Daytona Beach. However, neither individual obtained permits nor took any steps to responsibly manage the resulting crowds. Rather, they profited at the expense of the local community which played unwilling host to the Invasion.

11. The Invasion created chaos and mayhem in Daytona Beach and was widely reported in the media. This notoriety was an intended result of the promoters deliberate actions and disregard for public welfare.

12. Cities permit large-scale social gatherings in public subject to permitting and other regulatory requirements. These minimal regulations ensure public safety, defray municipalities' expenses associated with a large influx of people and are one of the expenses a legitimate promoter must "absorb" prior to profiting from public resources. Permits also allow governments to plan for events, work with promoters to ensure adequate facilities, security, and parking without unduly and unfairly disrupting local businesses.

13. By not obtaining permits and following the laws, promoters profit and law-abiding local businesses suffer from the unfair competition.

14. Additionally, local governments must absorb the costs associated with clean-up, public safety, etc., during and after such unsanctioned events. This is unfair to the local citizens and businesses.

15. Where responsible promoters obtain permits and work with the community, these promoters considered only themselves and their profit.

16. Local law enforcement attempted to contact the promoters to create a safe environment. Their outreach was met with silence and zero compliance.

17. By design, the Invasion drew a massive crowd of people to the Daytona Beachside.

18. The majority of activity was in the beachside corridor, extending from University Boulevard to Silver Beach Avenue and from the river to the ocean.

19. Ultimately, by emergency action, this area was designated as a Special Event Zone ("SEZ") from March 20, 2026, until March 22, 2026, although the majority of the event was

concluded.

20. Traffic along the major roads was congested and stopped at places.

21. The swelling crowds inside the beachfront corridor disrupted businesses.

22. Local law enforcement was required to deploy additional units, helicopters and unmanned aerial vehicles (drones), move and reschedule shifts and take drastic measures to try to keep public order.

23. As a result of this extraordinary peacekeeping effort, Volusia Sheriff's Office alone expended five hundred forty-six (546) officer regular hours and one thousand three hundred ninety-four (1,394) officer overtime hours for a total of eight hundred and eleven thousand, four hundred and twenty-one dollars (\$811,421.00).

24. Outside agencies contributed additional hours at significant costs to the taxpayers.

25. Numerous felony arrests were made including weapons and narcotic arrests. People in the crowd openly carried firearms.

26. Although lawful to openly carry firearms, the crowd density created a flash point. At various points, there were stampedes caused by individuals making explosive noises with water bottles (to simulate a gunshot). It is a miracle no one was shot.

27. Because there was no event security or defined event zone, the Invasion attendees included underage participants.

28. In general, local businesses were adversely impacted by the Invasion. Parking lots became party spots. Businesses closed early or did not open at all and were then forced to clean up trash and damage to their facilities. Businesses lost customers and revenue. But the promoters profited.

29. In addition to the direct damages, the Invasion generated national news which

adversely impacted the reputation of Daytona Beach, Florida.

30. Collectively Daytona Beach and Volusia County, as a city and county, and through various merchant and civic organizations, spends millions of dollars to promote the area as a family friendly beach destination, and bring in tourist revenue. Local business, particularly in the hospitality and adjacent spaces, depend on tourist dollars for the revenue and there is a definite “season” during which many businesses make the majority of their annual revenue. Seasonal employees likewise depend on this influx of tourist dollars.

31. There was national news coverage portraying the Invasion as dangerous and lawless. This coverage was rampant on social media too. Because of this coverage, a reasonable person would feel that coming to the Daytona Beach area at the same time as the Invasion (or a similar style event) would be dangerous and unpleasant.

32. One widely publicized event was a beachside stampede caused by fake gunshot sounds being recklessly produced by popping plastic water bottles. Other videos show the open carrying of firearms by masked individuals, brawls and general lawlessness and anarchy.

33. This kind of orchestrated chaos is anathema to Daytona Beach and Volusia County’s reputation.

PROMOTERS

ALIYAH BROOKS

34. On information and belief, Aliyah Zsa'mahreiha Brooks (“Brooks”) is a sui juris resident of Clayton County, Georgia and a senior at Kennesaw State University. She was also the owner of Too Dope Events, LLC (“TDE”). Brooks operates on social media under several accounts and uses “real.aliyah” as her social media *nomme de guerre*.

35. TDE was a Georgia entity conducting business as a party planning, event

coordinating entity and entertainment promoter.

36. TDE was dissolved in September 2024.

37. Brooks was the sole owner of TDE prior to its dissolution.

38. Despite being dissolved, Brooks continued to use the TDE name in her promotions including identifying herself as the CEO.

39. Brooks uses her own social media accounts and TDE accounts to promote events such as the Invasion.

40. Brooks and TDE advertised the Invasion heavily on social media and in physical flyers; a copy of such a flyer is attached hereto as Exhibit "A" and incorporated herein by reference.

41. Brooks and TDE were notified by local government officials about the need to obtain permits and comply with local laws, etc. There was no response.

42. On information and belief, Brooks did not personally attend the Invasion.

BRITTANY PLUMMER

43. On information and belief, Brittany Debra Plummer ("Plummer) is a sui juris resident of Bibb County, Georgia.

44. Plummer operates on social media under several accounts and uses "partyplugboosie" and "Brittany.plummer.12" as her social media nomes de guerre.

45. Plummer was notified by local government officials about the need to obtain permits and comply with local laws, etc. Her reply was that she was not conducting any activities that required a permit.

46. Notwithstanding her denial, Plummer, in concert with Brooks, TBE and other promoters, continued to actively promote and profit from the Invasion.

47. Plummer attended the Invasion, posted on social media about her experiences,

decrying local government efforts to keep everyone safe and otherwise attempted to maximize her gains from the Invasion.

DEFENDANTS & CIVIL CONSPIRACY

48. Plummer and Brooks acted individually and in concert to promote the Invasion. (Collectively, the defendants will be referred to as the “Promoters” and individually as “Plummer” and “Brooks”).

49. Plummer and Brooks had a mutual understanding between themselves and as yet unknown other parties to achieve a common purpose – the Invasion – an unlicensed event.

50. The Invasion was facilitated by unlawful means including, but not limited to, not obtaining proper permits and licensing.

51. Plummer and Brooks each individually and collectively took acts in furtherance of their goals including, but not limited to, actively promoting the Invasion on social media.

52. As a result of their concerted actions, Brooks and Plummer harmed Plaintiff as set forth below and so are jointly and severally liable for their own actions and the actions of their co-conspirators.

THE PLAINTIFF

53. Plaintiff, Michael J Chitwood (“Chitwood”), is the constitutional elected Volusia County Sheriff and the chief law enforcement officer in Volusia County, Florida mandated to serve and protect its citizens by enforcing the laws of the State of Florida. He manages the Volusia County Sheriff’s Office (“VSO”), an organization of approximately one thousand (1,000) officers and civilian employees spread throughout Volusia County.

54. Chitwood and VSO have a duty to respond to the unprecedented and unauthorized Invasion by deploying tremendous resources at immense taxpayer expense. Additionally, this

surge in police presence required overtime and deployment of additional units to avoid leaving the other areas of the county unprotected.

55. In response to the Invasion, on March 18, 2026, Chitwood designated a “Special Events Zone” (“SEZ”) for the impacted area bounded by A1A from University Boulevard south to Silver Beach then North to South Peninsula Drive as more fully set forth in the Designation attached as Exhibit “B” and incorporated herein by reference.

56. In addition to uniformed deputies, Chitwood deployed air support (manned aircraft and unmanned aircraft “drones”) and a mobile command center. Staging areas were set for operations and special provisions were made to handle arresting and transporting prisoners.

57. As a direct result of the Invasion, Chitwood was required to pay five thousand seven hundred fifty (5,750) hours of additional wages (and associated benefits) resulting in a taxpayer expense of over eight hundred thousand dollars (\$800,000.00).

58. It is fundamentally unfair for the Invasion’s promoters to benefit from the public resources without complying with local laws, ordinances and permitting requirements which help minimize or defray law enforcement expenses.

59. At all times relevant, Plaintiff serves the residents and visitors to Daytona Beach, employs local residents, pays State and local taxes, permitting fees and all other required business expenses and otherwise lawfully conducts business.

COUNT I: PUBLIC NUISANCE AS TO BROOKS JOINTLY AND SEVERALLY WITH PLUMMER

60. Plaintiff adopts and realleges the allegations set forth in paragraphs one (1) through fifty-nine (59) as if fully set forth herein.

61. The Invasion violated public rights, subverted public order, decency or morals and / or caused inconvenience or damage to the general public.

62. Plaintiff incurred additional costs associated with responding to the Invasion as set out herein.

63. Promotors engaged in a civil conspiracy and so are each jointly and severally liable to Plaintiff.

WHEREFORE, Plaintiff requests a trial by jury and an award of damages, jointly and severally against both Defendants, together with taxable costs, prejudgment interest and any further relief the Court deems necessary and just.

COUNT II: PUBLIC NUISANCE AS TO PLUMMER JOINTLY AND SEVERALLY WITH BROOKS

64. Plaintiff adopts and realleges the allegations set forth in paragraphs one (1) through fifty-nine (59) as if fully set forth herein.

65. The Invasion violated public rights, subverted public order, decency or morals and / or caused inconvenience or damage to the general public.

66. Plaintiff incurred additional costs associated with responding to the Invasion as set out herein.

67. Promotors engaged in a civil conspiracy and so are each jointly and severally liable to Plaintiff.

WHEREFORE, Plaintiff requests a trial by jury and an award of damages, jointly and severally against both Defendants, together with taxable costs, prejudgment interest and any further relief the Court deems necessary and just.

COUNT III: UNJUST ENRICHMENT AS TO BROOKS JOINTLY AND SEVERALLY WITH PLUMMER

68. Plaintiff adopts and realleges the allegations set forth in paragraphs one (1) through

fifty-nine (59) as if fully set forth herein.

69. Chitwood and VSO conferred a benefit on the Defendants by, without limitation, providing security and support to the Invasion and absorbing the security costs associated with the unauthorized mass gathering. Defendants voluntarily accepted this benefit and profited from it.

70. It would be unjust and inequitable for Defendants to receive this benefit unless they pay Plaintiff for its fair value.

71. Promoters engaged in a civil conspiracy and so are each joint and severally liable to Plaintiff.

WHEREFORE, Plaintiff requests a trial by jury and an award of damages, jointly and severally against both Defendants, together with taxable costs, prejudgment interest and any further relief the Court deems necessary and just.

COUNT IV: UNJUST ENRICHMENT AS TO PLUMMER JOINTLY AND SEVERALLY WITH BROOKS

72. Plaintiff adopts and realleges the allegations set forth in paragraphs one (1) through fifty-nine (59) as if fully set forth herein.

73. Chitwood and VSO conferred a benefit on Defendants by, without limitation, providing security and support to the Invasion and absorbing the security costs associated with the unauthorized mass gathering. Defendants voluntarily accepted this benefit and profited from it.

74. It would be unjust and inequitable for Defendants to receive this benefit unless they pay Plaintiff for its fair value.

75. Promoters engaged in a civil conspiracy and so are each jointly and severally liable to Plaintiff.

WHEREFORE, Plaintiff requests a trial by jury and an award of damages, jointly and severally against both Defendants, together with taxable costs, prejudgment interest and any

further relief the Court deems necessary and just.

DATED THIS the 21st day of April, 2026.

LAW OFFICES OF AARON DELGADO
& ASSOCIATES, PLLC

/s/ Aaron D Delgado

AARON D. DELGADO, ESQUIRE

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Attorney for Plaintiff

Exhibit “A”



VOLUSIA COUNTY CRIME CENTER

VOLUSIA SHERIFF'S OFFICE
MICHAEL J. CHITWOOD, SHERIFF

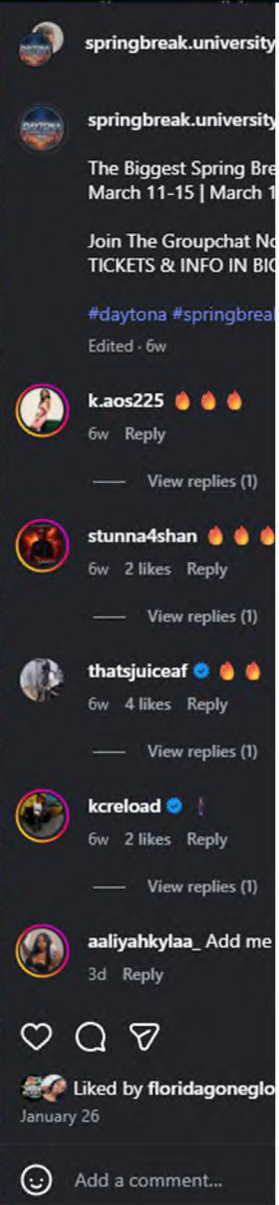


BIOGRAPHICAL PROFILE

Special Investigations Section

Volusia County Crime Center (VC3)

CONFIDENTIAL – Law Enforcement Sensitive



Prepared For:
Prepared By:
Date & Time:

Exhibit “B”

VOLUSIA SHERIFF'S OFFICE
DESIGNATION OF
SPECIAL EVENT ZONE(S)

I, **Michael J. Chitwood**, Sheriff of Volusia County, pursuant to Sections 316.1891 and 316.008, Florida Statutes, reasonably anticipate that an unpermitted special event including fifty (50) or more persons will take place or is taking place and the unpermitted special event will substantially increase or disrupt the normal flow of traffic on the roadway, street or highway or is currently increasing or disrupting the normal flow of traffic on the roadway, street or highways of Volusia County.

Wherefore, by the statutory authority vested in me, under Sections 316.008 and 316.1891, Florida Statutes, I, Michael J. Chitwood, Sheriff, hereby designate a **Special Event Zone** for the following roadway, street, or highway in Volusia County, Florida. The special event zone is **the area bounded by A1A from University Boulevard south to Silver Beach Avenue, including the beach approaches, then west on Silver Beach Avenue to South Peninsula Drive, then north on South Peninsula Drive until East International Speedway Boulevard, then west on East International Speedway Boulevard until South Halifax Avenue, then north on South Halifax Avenue until it turns into North Halifax Avenue, then north on North Halifax Ave until University Boulevard, then east on University Boulevard until A1A** (*see attached map*).

Legible warning signs with the following language “**Special Event Zone — All Fines Doubled. Vehicles Subject to Impoundment for Traffic Infractions and Violations**” were posted at each point of ingress or egress of the Special Event Zone on **March 19, 2026**, at **11:00 a.m.** Enforcement in the Special Event Zone will begin on **March 20, 2026**, at **12:01 p.m.** (No less than 24 hours after posting signs)

STRICT LAW ENFORCEMENT IN SPECIAL EVENT ZONE

Criminal and civil laws will be **STRICTLY** enforced in the Special Event Zone. There will be **zero tolerance** for violations in the Special Event Zone. It is a noncriminal traffic infraction for a person operating or occupying a vehicle on a street or highway to operate or amplify the sound produced by a radio, tape player, compact disc player, portable music or video player, cellular

telephone, tablet computer, laptop computer, stereo, television, musical instrument, or other mechanical or electronic sound making device or instrument, which emanates a sound from within a motor vehicle which is plainly audible at a distance of twenty-five (25) feet or more from the motor vehicle or is louder than necessary for the convenient hearing by persons inside the vehicle in areas adjoining private residences, churches, schools, or hospitals. Enforcement will be in a manner that causes the least inconvenience to the public and is consistent with preserving the public health, safety and welfare.

PENALTIES FOR VIOLATIONS IN SPECIAL EVENT ZONE

Any person who commits a crime in the Special Event Zone is subject to arrest.

FINES DOUBLED - Any person who commits a noncriminal traffic infraction in the Special Event Zone must pay a fine **DOUBLE** the amount provided for in Chapter 318, Florida Statutes.

VEHICLE IMPOUNDMENT - A person who commits a noncriminal traffic infraction or a criminal traffic violation will have his/her vehicle impounded for a period not to exceed seventy-two (72) hours. Any impounded vehicle will be released immediately upon the payment of all impoundment costs and fees at an off-site impoundment location. If the impounded vehicle is a rented or leased vehicle the person renting or leasing the vehicle must pay the impoundment fees and costs unless the noncriminal traffic infraction or criminal charge is dismissed. The impounded vehicle is also subject to Section 713.78, Florida Statutes.

ENFORCEMENT OF OCCUPANCY LIMITS WITHIN SPECIAL EVENT ZONE

If deemed necessary to preserve the public health, safety, and welfare, occupancy limits on private or public property in the Special Event Zone shall be enforced.

PROMOTERS AND ORGANIZERS OF SPECIAL EVENT LIABLE FOR PAYMENT OF COSTS AND FEES

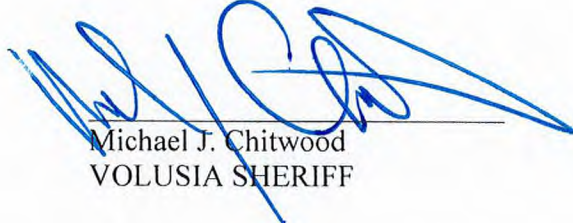
A promoter or organizer is any person or entity who arranges, organizes, or sponsors an unpermitted special event. Any promoter or organizer of the unpermitted special event shall be liable for all costs and fees associated with designating and enforcing the Special Event Zone. The costs and fees include but are not limited to, costs and fees for the provision of supplemental law enforcement, firefighter, emergency medical technician or paramedic, and sanitation services.

Sheriff shall recover all costs and fees associated with designating and enforcing the Special Event Zone from every promoter or organizer of the unpermitted special event.

DURATION OF THE SPECIAL EVENT DESIGNATION

The Special Event Zone shall remain in effect as long as is reasonably necessary to ensure the public health, safety and welfare but will not remain in effect after the unpermitted special event dissipates.

DONE AND ORDERED on this 17th day of **March, 2026**.



Michael J. Chitwood
VOLUSIA SHERIFF

VOLUSIA SHERIFF

MICHAEL J. CHITWOOD

Special Event Zone Spring Break 2026

