

IN THE CIRCUIT COURT
OF THE 7th JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA
OTHER CIVIL

case # 2025-____-CIDL

VANDALL OF DAYTONA, INC.
RANDALL PHILLIPS
Plaintiffs

V.

CITY OF DAYTONA BEACH
Defendant

PLAINTIFFS RANDALL PHILLIPS and VANDALL OF DAYTONA, INC
COMPLAINT for RELIEF

Tanner Andrews
Fla. Bar #21426
Tanner Andrews, P.A.
112 W. New York Ave., #203
P.O. Box 1208
DeLand, FLA 32721
pho +1 386 734 2111
fax +1 386 734 2116
tanner@sunshine-lawyer.com
Counsel for Mr. Phillips and Vandall

Plaintiffs, **Randall Phillips** and **Vandall of Daytona, Inc.**, sue Defendant **City of Daytona Beach**, and for the complaint allege:

Nature of the Action

1. This is a complaint for injunctive relief. Vandall owns improved property within the city limits. City is threatening to arrest Phillips for entering on and securing the property, and intends to demolish the property without allowing appropriate salvage.

Parties

2. Plaintiff Randall Phillips is a Florida citizen resident in this county.
3. Plaintiff Vandall of Daytona, Inc., is a Florida for-profit corporation having its primary place of business in this county.
4. Defendant City of Daytona Beach ("City") is a municipal corporation situate in Volusia County, Florida.

Jurisdiction and Venue

5. This Court has jurisdiction to grant relief pursuant to Fla. Stat. § 26-012(3), in that this is an action for injunctive relief.
6. Venue is proper in Volusia County, Florida, pursuant to Fla. Stat. § 47.011, in that plaintiffs are resident in this county and City is situate in this county.
7. Venue is proper in Volusia County, Florida, because the acts giving rise to this claim occurred in that county.

Appendix

8. There is filed in this matter a *Notice of Filing*. The exhibits therein are incorporated and made a part hereof, and reference is made to them as app. ' _ '.

Background Facts

9. Vandall owns certain real property commonly known as 612 E. Intl Speedway Blvd; Daytona Beach (the “612 Property”) and 614 E. Intl Speedway Blvd; Daytona Beach (the “614 Property”). Copies of the deeds are furnished as app. ‘A1’ and ‘A2’. Copies of the property information are furnished as app. ‘B1’ and ‘B2’. Sketches of the property, showing the interlocking boundaries, are furnished as app. ‘C1’ and ‘C2’.

10. On 10-Sep-2025, City issued a notice of condemnation for the 612 Property. A copy of the notice is furnished as app. ‘D1’.

11. The condemnation notice for the 612 Property contains no findings of fact, using instead the boilerplate used in every condemnation notice. Neither has the City had any engineering report or expert evaluation made which would show that the property meets any standards for condemnation. Indeed, the City is aware that some of the boilerplate is untrue. On 28-Feb-2025, City issued a notice of condemnation for the 614 Property. A copy of the notice is furnished as app. ‘D2’.

12. The condemnation notice for the 614 Property contains no findings of fact, using instead the boilerplate used in every condemnation notice. Neither has the City had any engineering report or expert evaluation made which would show that the property meets any standards for condemnation. Indeed, the City is or should be aware that some of the boilerplate is untrue.

13. The condemnation of both properties is arbitrary and capricious, in that no investigation was made, no facts were gathered, and no justification other than the boilerplate used on every condemnation has been offered.

14. The main damage to the Property is the result of City contractors driving equipment into a pilater at the corner of the building, cracking the masonry and causing instability.

15. The building has also been damaged by City contractors who broke the sidewalk and water lines into the building, soaking the walls and floor.

16. Both the 612 Property and the 614 Property are in commercially valuable areas, being near the beach and along a primary road used to reach the beach.

17. On 04-Nov-2025, two people broke into the 612 Property. The police arrived. Instead of chasing down and arresting the burlars, Sgt Shawna Conley ("Conley"), acting for City, threatened to arrest Mr. Phillips if he remained and attempted to secure the Properties.

18. On 19-Nov-2025, the City Commission heard from a city official that City claimed the right to enter onto the Properties, and to exclude the owners from the Properties.

Count 1: Securing the Property:

19. Plaintiffs reallege ¶ 1..18.

20. The City has demanded that the Properties be secured. See app. 'D1' and 'D2'.

21. The City, through its servant Conley, has said that it will arrest Mr. Phillips for trespass if he enters onto the property to remove personalty and to secure property without her aproval. That approval is offered only during very narrow windows of time.

22. An arrest for trespass would be wrongful in that as a manager of the property he has the right to enter the property, secure the property, and take actions pursuant to IPMC Part 2 § 111.8 to restore or abate problems with the Property.

23. Mr. Phillips has no adequate remedy at law, because City does not provide any basis to challenge its right to bar him from his property other than risking arrest and imprisonment, to be followed by later vindication in the courts.

24. Mr. Phillips' injury, the wrongful exclusion from his property at risk of arrest, will continue so long as City maintains its threat. As noted in ¶ 18, the City Commission approves of this exclusion and threat.

25. Mr. Phillips has no adequate remedy at law, as no amount of money is available to compensate him for the loss of freedom inherent in wrongful arrest and imprisonment.

26. Money damages are insufficient to make Mr. Phillips whole if City carries through on its threats to wrongfully arrest him.

27. By preventing Mr. Phillips from entering the Property, City has exposed both fixtures and personalty to the risk of damage and theft. Indeed, both damage and theft have occurred as Mr. Phillips has been kept off of the Property.

28. Vandall has been injured by the damage to the Property. While the City has barred its servant Mr. Phillips from the Property, burglars have smashed an irreplaceable leaded-glass door, as well as forced entry into the beer cooler.

29. Vandall has been injured by theft of personalty, including a television, tools, and glassware.

30. Money damages are not sufficient to make Vandall whole for injuries occasioned by its inability to have servants properly maintain the Property. For instance, replacement of leaded glass fixtures is impractical in that they are no longer made.

31. So long as Mr. Phillips is barred from monitoring, entering, and securing the Property, Vandall is at risk of continuing damage to the Property and loss of personalty.

32. The City will not be injured by being barred from arresting Mr. Phillips for freely entering and securing the Property.

Wherefore, Plaintiffs demand preliminary and permanent injunctions barring City from threatening arrest for entering and securing the Property.

Count 2: Demolition

33. Plaintiffs reallege ¶ 1..18.

34. The Properties are sufficiently sound that they could be rehabilitated, or, alternatively, advantageously salvaged for material.

35. City intends to destroy the Properties without having offered any factual basis justifying the condemnation and demolition.

36. Such demolition will cause the waste of both the personalty in the building and the reusable fixtures.

37. Such demolition will cause financial waste, because City intends to use a well-connected and unreasonably expensive contractor.

38. The personalty includes specialty advertising material of types no longer made and thus not readily replaced.

39. The buildings include design and construction elements, including ceiling materials, lumber of unusual quality and durability, and leaded glass fixtures, all of which are no longer made and thus not readily replaced.

40. The proposed demolition for the 612 Property includes unnecessary asbestos abatement. A copy of the asbestos plan is furnished as app. 'E1'. Specifically, the well-connected vendor proposes to abate floor tiles as though they contained asbestos. However, when Mr. Phillips laid those tiles, he used ceramic. It follows that the charge for asbestos is unnecessary waste.

41. The proposed demolition for the 614 Property includes unnecessary asbestos abatement. A copy of the asbestos plan is furnished as app. 'E2'. Specifically, the well-connected vendor proposes to abate brick and concrete walls as though they contained asbestos. It follows that the charge for asbestos is unnecessary waste.

42. The harm to the plaintiffs from the demolition is irreparable, in that unusual and no-longer-available personalty and fixtures will be lost.

43. There is no legal remedy which would restore the no-longer-available personalty and fixtures to Plaintiffs.

44. The demolition of the Property would destroy the evidence of the City contractors' damage to the Property, making any legal remedy for such destruction unavailable.

45. There will be no injury to Plaintiff from delaying the demolition of the Properties until the completion of personalty recovery and salvage is complete.

46. There will be no injury to Plaintiff from barring demolition of the Properties until engineering reports and fact finding sufficient to justify condemnation are accomplished.

Wherefore, Plaintiffs demand preliminary and permanent injunctions barring City from demolishing the property without first making specifying findings of fact for entering and securing the Property, together with costs.

Respectfully submitted,



Tanner Andrews

Fla. Bar #21426

Counsel for Mr. Phillips and Vandall

Tanner Andrews, P.A.

112 W. New York Ave., #203

P.O. Box 1208

DeLand, FLA 32721

pho +1 386 734 2111

fax +1 386 734 2116

e-mail tanner@sunshine-lawyer.com

I, Randall Phillips, have read the foregoing Complaint and any appendices referenced therein. The facts stated in the Complaint are true. The appendices are true and fair copies of the recited instruments.

R. Phillips

(Randall Phillips)

15-Dec-2025

(date)

State of Florida

County of Volusia }

Sworn to and subscribed before me by means of physical presence on 15-Dec-2025, by Randall Phillips,
who is well known to me.

Tanner Andrews

(notary sign)

Tanner Andrews

(notary print)

15-Dec-2025

(notary date)

