

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT**

BIG RAPIDS PRODUCTS, INC.,

Plaintiff/Counter-Defendant,

Case No. 25-216702-CB

Hon. Victoria A. Valentine

v.

ADIENT U.S. LLC,

Defendant/Counter-Plaintiff.

**OPINION AND ORDER REGARDING ADIENT US LLC’S VERIFIED MOTION FOR
POSSESSION PENDING FINAL JUDGMENT IN A CLAIM AND DELIVERY ACTION
OR, ALTERNATIVELY, FOR A PRELIMINARY INJUNCTION**

At a session of said Court, held in the
County of Oakland, State of Michigan
October 16, 2025

HONORABLE VICTORIA A. VALENTINE

OPINION

This matter is before the Court on Defendant/Counter-Plaintiff Adient US LLC’s Verified Motion for Possession Pending Final Judgment in a Claim and Delivery Action or, Alternatively, for a Preliminary Injunction. Having reviewed the pleadings, the parties’ briefs, and having considered the arguments presented at the motion hearing, the Court issues this Opinion and Order.

I.

Overview

Big Rapids Products, Inc. (“Big Rapids”) manufactures stamped metal parts. Big Rapids alleges that it entered into an Agreement with Defendant Adient US, LLC (“Adient”) whereby Big Rapids would supply 100% of its requirements for certain auto parts for Adient’s Toyota 380D Program. Big Rapids alleges that Adient breached the parties’ agreement because Adient has stopped ordering parts from Big Rapids and has demanded the return of certain tools used to make the parts. Big Rapids alleges that Adient seeks to financially benefit by breaching the Agreement and bringing the parts production in-house. It appears that Adient has resumed ordering parts from Big Rapids under a reservation of rights.

Adient has filed a counterclaim alleging that Sections 22 and 25 of Adient’s terms and conditions require Big Rapids to immediately relinquish possession upon Adient’s request and that Big Rapids has refused to do so. Adient estimates that the tooling has a value of \$1,325,000. Adient alleges counterclaims of Claim and Delivery (Count I); Breach of Contract (Count II) and Common Law and Statutory Conversion (Count III).

Adient now moves for possession before final judgment under MCL 600.2920 and MCR 3.105(E) or, in the alternative a preliminary injunction under MCR 3.310(A).

II.

Possession before final judgment

Pursuant to MCL 600.2920(1) “[a] civil action may be brought to recover possession of any goods or chattels which have been unlawfully taken or unlawfully detained and to recover damages sustained by the unlawful taking or unlawful detention However, “[a]n action may

not be maintained under this section by a person who, at the time the action is commenced, does not have a right to possession of the goods or chattels taken or detained” and further:

[a] writ, order, or process for delivery of goods or chattels before judgment may not be issued unless the court, after notice and a hearing and under procedures provided by rules of the supreme court, determines that the claim for recovery is probably valid and unless the party claiming a right to recover possession of the good or chattels files a sufficient bond.¹

MCR 3.105(E) governs a motion for possession pending final judgment and states:

(E) Possession Pending Final Judgment.

(1) *Motion for Possession Pending Final Judgment.* After the complaint is filed, the plaintiff may file a verified motion requesting possession pending final judgment. The motion must

- (a) describe the property to be seized, and
- (b) state sufficient facts to show that the property described will be damaged, destroyed, concealed, disposed of, or used so as to substantially impair its value, before final judgment unless the property is taken into custody by court order.

(2) *Court Order Pending Hearing.* After a motion for possession pending final judgment is filed, the court, if good cause is shown, must order the defendant to

- (a) refrain from damaging, destroying, concealing, disposing of, or using so as to substantially impair its value, the property until further order of the court; and
- (b) appear before the court at a specified time to answer the motion.

(3) *Hearing on Motion for Possession Pending Final Judgment.*

(a) At least 7 days before a hearing on a motion filed under this subrule, the defendant must be served with

- (i) a copy of the motion; and
- (ii) an order entered under subrule (E)(2).

(b) *At the hearing, each party may present proofs. To obtain possession before judgment, the plaintiff must establish*

(i) that the plaintiff's right to possession is probably valid; and

¹ MCL 600.2920(1)(c) and (d).

(ii) that the property will be damaged, destroyed, concealed, disposed of, or used so as to substantially impair its value, before trial.

(c) Adjournment. A court may not

- (i) grant an adjournment of this hearing on the basis that a defendant has not yet answered the complaint or the motion filed under this subrule; or
- (ii) allow a hearing on this motion if the hearing date has been adjourned more than 56 days with the assent of the plaintiff, unless the plaintiff files a new motion which includes recitations of any payments made by the defendant after the original motion was filed.

(4) *Order for Custody Pending Final Judgment.* After proofs have been taken on the plaintiff's motion for possession pending final judgment, the court may order whatever relief the evidence requires. This includes:

- (a) denying the motion;
- (b) leaving the defendant in possession of the property and restraining the defendant from damaging, destroying, concealing, or disposing of the property.

The court may condition the defendant's continued possession by requiring the defendant to

- (i) furnish a penalty bond, payable to the plaintiff, of not less than \$100 and at least twice the value of the property stated in the complaint; and
- (ii) agree that he or she will surrender the property to the person adjudged entitled to possession and will pay any money that may be recovered against him or her in the action;
- (c) ordering the sheriff or court officer to seize the property within 21 days and either hold it or deliver it to the plaintiff. The court may condition the plaintiff's possession by requiring the plaintiff to
 - (i) furnish a penalty bond payable to the defendant, and to the sheriff or court officer, of not less than \$100 and at least twice the value of the property stated in the complaint; and
 - (ii) agree that he or she will surrender the property to the person adjudged entitled to possession, diligently prosecute the suit to final judgment, and pay any money that may be recovered against him or her in the action.

A bond required in a claim and delivery action must be approved by and filed with the court within the time the order provides.²

² MCR 3.105(E)(emphasis added).

Analysis

In order to grant the motion the Court must find that Adient has established “(i) that the plaintiff’s right to possession is probably valid; *and* (ii) that the property will be damaged, destroyed, concealed, disposed of, or used so as to substantially impair its value, before trial.” MCR 3.105(E)(3)(b) (Emphasis added).

Here Adient has established that its right to possession is probably valid. The Award Letter relied on by Big Rapids as the Agreement between the parties incorporates Adient’s terms and conditions.³ Under Section 25 (c) of the terms and conditions “Buyer and its affiliates have the absolute right to take immediate possession of Buyer’s Property at any time without payment of any kind, regardless of any other dispute or claims for payment by Seller. . . .”⁴ Big Rapid’s argument that possession of the property by Adient would result in a breach of the parties’ Agreement does not affect the validity of Adient’s claim and delivery claim. *See Standard-Toch Chemicals, Inc v Victor Paint Co*, 367 Mich 640, 643; 116 NW2d 745 (1962) (the only issue in a replevin action is the right of possession.)

However, it does not appear that Adient can establish “that the property will be damaged, destroyed, concealed, disposed of, or used so as to *substantially impair its value*, before trial.” Adient argues that Big Rapids’ continued possession will result in “wear and tear” to the tooling

³ Motion, Exhibit A, 6/26/23 Award Letter, p 2.

⁴ *Id.*, Exhibit B, Terms and Conditions, Buyers Property-Section 25(c). *See also* Transition of Supply-Section 22(a)(ii)(C).

but there is no indication that such “wear and tear” would “substantially impair” the value of the tool or that such “wear and tear” would not occur if Adient or another entity used the tooling.⁵

Based on the foregoing, the Motion for Possession Prior to Judgment is denied. Big Rapids will remain in possession and will be restrained from “damaging, destroying, concealing, or disposing” of the tooling. MCR 3.105(E)(4)(b). Additionally, in order to remain in possession of the tooling Big Rapids will furnish a penalty bond, payable to Adient in the amount of \$100,000 and will agree “that [it] will surrender the property to the person adjudged entitled to possession and will pay any money that may be recovered against [it] in the action. MCR 3.105(E)(4)(b)(i) and (ii).

III.

Alternative Argument for Preliminary Injunction under MCR 3.310(A)

As an alternative argument Adient seeks a preliminary injunction under MCR 3.310(A) requiring Big Rapids to allow Adient to immediately retrieve its property. Thus, Adient is seeking to achieve the same results without having to meet the requirements for a motion for possession pending final judgment.

A preliminary injunction is generally considered a form of equitable relief that has the objective of maintaining the status quo pending a final hearing concerning the parties’ rights. *Mich. AFSCME Council 25*, 293 Mich. App. at 145-146, 809 N.W.2d 444. A court must take four factors into consideration when determining if it should grant the extraordinary remedy of a preliminary injunction to an applicant: (1) whether the applicant has demonstrated that irreparable harm will occur without the issuance of an injunction, (2) whether the applicant is likely

⁵ It is also argued that the continued possession by Big Rapids will result in damages to Adient because its ability to produce its component parts will be impaired. However, this is not a consideration under the Court Rule which focuses on impairment of the property at issue. Furthermore, Adient acknowledges that it is ordering parts from Big Rapids under a reservation of rights and therefore, is apparently able to fulfill its obligations to its customer.

to prevail on the merits, (3) whether the harm to the applicant absent an injunction outweighs the harm an injunction would cause to the adverse party, and (4) whether the public interest will be harmed if a preliminary injunction is issued. *Pontiac Fire Fighters Union Local 376 v. Pontiac*, 482 Mich. 1, 6 n. 6, 753 N.W.2d 595 (2008); *Mich. Coalition of State Employee Unions v. Civil Serv. Comm.*, 465 Mich. 212, 225 n. 11, 634 N.W.2d 692 (2001) “[A] preliminary injunction should not issue where an adequate legal remedy is available.” *Pontiac Fire Fighters*, 482 Mich. at 9, 753 N.W.2d 595. “The mere apprehension of future injury or damage cannot be the basis for injunctive relief.” *Id.* The party requesting “injunctive relief has the burden of establishing that a preliminary injunction should be issued” MCR 3.310(A)(4). [*Slis v State*, 332 Mich App 312, 336-337; 956 NW2d 569 (2020).]

First, this Court notes that the relief that it has ordered is authorized under MCL 600.2920 and MCR 3.105(E) serves the purpose of preserving the status quo. The statute and court rule governing possession pending final judgment provide an adequate remedy at law. Thus, Adient is precluded from equitable relief in the form of a preliminary injunction under MCR 3.310(A) seeking the same remedy MCL 600.2920 and MCR 3.105(E) are designed to provide. *See Tkachik v Mandeville*, 487 Mich 38, 46; 790 NW2d 260 (2010) (“[L]egislative action that provides an adequate remedy by statute precludes equitable relief. . . .”) Allowing Adient to circumvent the requirements of MCL 600.2920 and MCR 3.105(E) by seeking the same relief, return of the tooling prior to final judgment, through the issuance of a preliminary injunction would undermine the legislature’s intent in setting forth the requirements in MCL 600.2920 and MCR 3.105(E).

Moreover, even if Adient’s request for a preliminary injunction is analyzed under the relevant factors the request must be denied. First, Adient has not demonstrated irreparable harm where there is no evidence that the tooling is being damaged and where Adient continues to order parts and thus fulfill its obligations to its customers. This factor favors Big Rapids. With regard to whether Adient is likely to prevail on the merits, while the court has determined that it probably has a valid right to possession of the tooling, the question of whether Adient will prevail on Big Rapids’ breach of contract claim is unclear. Accordingly, this factor is neutral. With regard to

whether the harm to Adient outweighs the harm to Big Rapids, it appears that at this point Adient is fulfilling its customers obligations without possession of the tooling while Big Rapids would be unable to manufacture parts without the tooling. Thus, this factor favors Big Rapids. Lastly, the Court determines that the public interest factor is neutral.

Based upon the relevant factors the Court determines that Adient is not entitled to a preliminary injunction allowing Adient to immediately retrieve the tooling.

ORDER

Based upon the foregoing opinion, the Court hereby orders that:

Adient's Motion for Possession Pending Trial is hereby **DENIED**. Further, it is hereby ordered that Big Rapids will remain in possession of the tooling and will be restrained from "damaging, destroying, concealing, or disposing" of the tooling. MCR 3.105(E)(4)(b). Additionally, in order to remain in possession of the tooling it is hereby ordered that Big Rapids will furnish a penalty bond, payable to Adient in the amount of \$100,000 and will agree "that [it] will surrender the property to the person adjudged entitled to possession and will pay any money that may be recovered against [it] in the action." MCR 3.105(E)(4)(b)(i) and (ii).

Adient's Motion for a Preliminary Injunction under 3.310(A) is hereby **DENIED**.

IT IS SO ORDERED.

This Order DOES NOT resolve the past pending matter and DOES NOT close the case.

The seal of the 6th Circuit Court is circular, featuring a central emblem with a shield and a banner. The text "SEAL OF THE 6TH CIRCUIT COURT" is inscribed around the perimeter. Below the seal, the signature "/s/Victoria A. Valentine" is written, followed by a horizontal line. Below the line, the text "HON. VICTORIA A. VALENTINE" and "BUSINESS COURT JUDGE" is printed.

/s/Victoria A. Valentine
HON. VICTORIA A. VALENTINE
BUSINESS COURT JUDGE

Dated: 10/16/25

