

STATE OF MICHIGAN
COURT OF APPEALS

ION HOMOROGAN,

Plaintiff-Appellee,

v

No. 108604

FARMERS INSURANCE EXCHANGE,

Defendant-Appellant,

and

THORN APPLE VALLEY,

Defendant-Appellee.

Before: Doctoroff, P.J., and McDonald and Jansen, JJ.

PER CURIAM.

Defendant appeals as of right from an April 29, 1988, order denying defendant's March 7, 1988, motion for summary disposition based on the Sixth Circuit Federal Court of Appeals release of Northern Group Services, Inc v Auto Owners, 833 F 2d 85 (CA 6, 1988) in this no-fault coordination of benefits case. We reverse as we find the trial court erred in failing to rule Northern Group applicable and thus failing to find defendant's coverage secondary. Michigan Millers Mutual Ins Co v Western Michigan's Health Care Network, 174 Mich App 196; 435 NW2d 423 (1988), Auto-Owners Ins Co v Corduroy Rubber Co, 177 Mich App 600; 443 NW2d 416 (1989).

The Sixth Circuit's recent opinion, Liberty Mutual Ins Group v Iron Workers Health Fund of Eastern Michigan, 879 F 2d 1384 (CA 6, 1989), does not "repudiate" Northern Group, as Iron Workers, involves an exclusionary clause, not conflicting coordination clauses.

Although several additional issues regarding defendant Thorn Apple Valley's liability to plaintiff were raised in this appeal, not only by the parties to the instant appeal, plaintiff

and defendant Farmers, but also by defendant Thorn Apple Valley, we decline to address the same as defendant Thorn Apple Valley is not a proper party to this appeal. This appeal involves defendant Farmers' claim of appeal from orders entered subsequent to defendant Thorn Apple Valley's 1986 dismissal from the suit, of which Thorn Apple Valley is not an aggrieved party. Absent a cross appeal by plaintiff against Thorn Apple Valley contesting the 1986 order dismissing Thorn Apple Valley from the case, plaintiff's rights as to Thorn Apple Valley may not be addressed in this appeal.

Reversed.

/s/Martin M. Docotoroff
/s/Gary R. McDonald
/s/Kathleen Jansen