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William F. Rivard

AREAS OF PRACTICE:

Civil Litigation
Automobile Negligence
No-Fault Insurance
Toxic Tort
Product Liability

EDUCATION:

Detroit College of Law (J. D, *cum laude*, 1984)
Editor, Detroit College of Law Review, 1983-1984
Michigan State University (B.S., 1979)

BAR ADMISSIONS:

State Bar of Michigan 1984
U. S. District Court for the Western District of Michigan,
1984
U. S. District Court for the Eastern District of Michigan
1989

EMPLOYMENT:

Shareholder at Harvey Kruse, P.C. 1996-Present
Associate attorney at Harvey Kruse, P.C. 1987-1995

ACKNOWLEDGMENTS:

DeWitt Holbrook Award, Detroit College of Law, 1984
American Jurisprudence Book Award, Administrative
Law,
American Jurisprudence Book Award, Criminal Law,

EXPERIENCE:

Pre-hearing Research Attorney, Michigan Court of
Appeals, 1984-1985

Special Research Attorney, Michigan Court of Appeals,
1985-1987

Trial and appellate attorney with Harvey Kruse, P.C.
Obtained more than fifty (50) summary judgments,
successful appellate and trial verdicts in 18 years of
practice.

Served as an arbitrator in numerous automobile

negligence and no-fault insurance cases.

Presented numerous seminars to insurance claims staffs in areas of dram shop liability, Michigan tort reform, and no-fault insurance.

REPRESENTATIVE CLIENTS: AGCO
Amerisure Insurance Companies
ESIS
Nationwide Insurance Company
Scottsdale Insurance Company
Sure Hands, LLC

MEMBER: State Bar of Michigan

**REPRESENTATIVE
TRIAL & APPELLATE
DECISIONS:**

Portelli v IR Construction Products Company, 218 Mich 591; 554 NW2d 591 (1996) lv den, 456 Mich 919; 573 NW2d 618 (1998), applied the unreasonably foreseeable misuse and sophisticated user doctrines to the construction industry in a case where a door marketed by catalogs only to the construction industry and design professionals for wall installation was installed in a ceiling, fell open and injured the plaintiff.

United Southern Assurance Company v Aetna, 189 Mich App 485; 474 NW2d 131 (1991), clarified an insurer's obligation to pay property protection insurance benefits in the no-fault context, holding that property protection insurance benefits were payable for damage to a tractor-trailer and its contents stopped on the shoulder of a highway in spite of arguments that use of the shoulder by the tractor-trailer driver to read a map was an illegal use of the highway shoulder.

Auto-Owners Insurance Company v Michigan Mutual Insurance Company, 223 Mich App 205; 565 NW2d 907 (1997), holding that an insurance policy issued after a loss covering the date of loss did not estop the insurer from denying coverage, and that a binder of insurance issued by an independent insurance agent prior to the accident was not binding on an assigned risk insurer because an independent agent is an agent of the insured and because the premium required for immediate binding of risk under Michigan's assigned risk statutes had not been tendered with the application for insurance.