



**HARVEY KRUSE, P.C.**  
**1050 WILSHIRE DRIVE**  
**TROY, MICHIGAN 48084-1526**  
**(248) 649-7800 (OFFICE)**  
**(248) 649-2316 (OFFICE FAX)**  
**E-MAIL: WRIVARD@HARVEYKRUSE.COM**

## **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:**

Board of Directors at Harvey Kruse, P.C. 2015-Present  
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 31 years of practice.

Served as an arbitrator in numerous automobile negligence and  
no-fault insurance cases.

Presented numerous seminars to insurance claims staffs in area  
of Michigan no-fault insurance, tort liability in automobile  
negligence cases.

**REPRESENTATIVE CLIENTS:** Ace, USA  
Nationwide Insurance Company  
Auto-Owners Insurance Company

**MEMBER:** State Bar of Michigan

**REPRESENTATIVE  
TRIAL & APPELLATE  
DECISIONS:**

*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.

*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.

*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.

*C.G. Automation v Key Plastics*, 291 Mich App 333 (2011), holding that a mold builder which affixed its statutory tag on a fungible riser bolted to its tooling sold to defendant, had not perfected its lien under MCL 445.619 because the statute requires that the mold builder "permanently record" its identity on every die, mold or form; affixing a tag to a fungible riser did not constitute a permanent recording of the mold builder's identity.