

Commonwealth of Kentucky
Workers' Compensation Board

OPINION ENTERED: December 6, 2013

CLAIM NO. 201187511

UNINSURED EMPLOYERS' FUND

PETITIONER

VS.

APPEAL FROM HON. WILLIAM J. RUDLOFF,
ADMINISTRATIVE LAW JUDGE

EDDIE HUDSON
ED HUDSON d/b/a ED HUDSON & SON PLUMBING
and HON. WILLIAM J. RUDLOFF,
ADMINISTRATIVE LAW JUDGE

RESPONDENTS

OPINION
AFFIRMING
* * * * *

BEFORE: ALVEY, Chairman, STIVERS and RECHTER, Members.

STIVERS, Member. The Uninsured Employers' Fund ("UEF") seeks review of the May 24, 2013, "Amended Opinion and Order on Remand" of Hon. William J. Rudloff, Administrative Law Judge ("ALJ") finding Eddie Hudson ("Hudson") was an employee of his father's business Ed Hudson d/b/a Ed Hudson & Son Plumbing ("Hudson Plumbing") and awarding permanent

total disability ("PTD") benefits, and medical benefits. The ALJ also found Eddie Hulker, Jr. ("Hulker") was not an up-the-ladder contractor as defined in KRS 342.10(2) and dismissed him as a party. The UEF also appeals from the July 22, 2013, "Opinion and Order on Reconsideration."

Hudson alleged that in the course of his employment with Hudson Plumbing he was injured on May 17, 2011, performing plumbing services on a home being constructed by Hulker. Because Hudson Plumbing did not have workers' compensation insurance, the UEF was listed as a party in the Form 101. Thereafter, the UEF moved to join Hulker as a party asserting he had up-the-ladder liability pursuant to KRS 342.610(2). In an order dated June 3, 2012, the ALJ sustained the motion and joined Hulker as a party.

Hudson testified at a June 12, 2012, deposition and at the June 27, 2012, hearing. Hulker testified at a July 17, 2012, deposition and at the hearing. The medical evidence consists of a report from Dr. Jerold N. Friesen dated April 5, 2012, and the report of Dr. Stephen L. Grupke dated July 29, 2011.

In an October 26, 2012, opinion and order the ALJ determined Hudson was an employee of Hudson Plumbing, is permanently totally disabled and awarded PTD benefits and

medical benefits. He also found Hulker was not a contractor as defined in KRS 342.610(2) since the work performed on his home was not the kind which was a regular and recurring part of his trade, business, occupation, or profession. The UEF appealed to the Board taking issue with the determinations Hulker was not an up-the-ladder contractor and Hudson was an employee of Hudson Plumbing.

In an opinion entered April 19, 2013, this Board affirmed in part, vacated in part, and remanded. The Board affirmed the ALJ's determination Hulker had no up-the-ladder liability pursuant to KRS 342.610(2). However, the Board vacated the ALJ's determination Hudson was an employee of Hudson Plumbing on the date of the alleged injury stating as follows:

This appeal centers on the relationship between Hudson and Ed Hudson & Son Plumbing. The UEF asserts a partnership existed between Hudson and his father, while Hudson insists he was merely an employee paid by the hour. A partner is not an employee of a partnership entitled to coverage under the Act, unless he elects to be covered by acquiring workers' compensation insurance. KRS 342.012(1); Wallins Creek Lumber Co. v. Blanton, 15 S.W.2d 465 (Ky. 1929). Hudson had no such coverage.

The Kentucky Courts have outlined and refined a factor balancing test in determining whether a worker is an employee or independent contractor.

See Ratliff v Redmon, supra; Chambers v. Wooten's IGA Foodliner, 436 S.W.2d 265 (Ky. App. 1969); Uninsured Employers' Fund v. Garland, supra. However, the Courts have not outlined a similar test in determining whether a claimant is an employee or partner. Rather, KRS 362.175 defines partnership as "an association of two (2) or more persons to carry on as co-owners a business for profit" In determining whether a partnership exists, KRS 362.180(4) states in part:

The receipt by a person of a share of the profits of a business is prima facie evidence that he is a partner in the business, but no such inference shall be drawn if such profits were received in payment:

- (a) As a debt by installments or otherwise,
- (b) As wages of an employee or rent to a landlord.

In David Rucker v. Wayne Beckley, Claim Number 1998-01188, rendered September 17, 1999, this Board addressed whether the ALJ erred in finding a partnership, rather than an employment relationship, between Rucker and Beckley. The Board first noted as follows:

We do not believe that the ALJ has committed an error of law; however, we do feel that in this situation, Ratliff v. Redmon, Ky., 396 S.W.2d 320 (1965), and UEF v. Poyner, supra, are only of limited application. Those two cases outline the rules for

distinguishing between an employment relationship and an independent contractor relationship. Here, we are concerned with distinguishing between an employment relationship and a partnership.

After citing to the above statutes pertaining to partnerships, the Board determined the following factors were most relevant in distinguishing between employment and partnership:

We may, therefore, refer to Ratliff v. Redmon, supra, solely for the purpose of determining whether the association between Beckley and Rucker have the characteristics of an "employment" relationship.

. . . .

We believe some of the factors identified in Ratliff, supra, are not particularly applicable when attempting to distinguish between employment and partnership. Whether or not the one employed is engaged in a distinct occupation or business has no real weight in such a determination since partnerships are often, if not usually, composed of individuals in the same occupation or business. Likewise, whether the work is part of a regular business of an individual would seem to have no relevance with regard to partnership. A partnership ordinarily involves a community of

interest in the business and an agreement to share profits and possibly losses. Hardymon v. Glenn, 56 Fed. Supp. 269 (DC Ky. 1944). Thus, for purposes of distinguishing between employment and partnership, the following factors from Ratliff, supra, would seem to be most important: (a) the extent of control that one party exercises over the work or another; (b) the skill required in a particular work performed by the alleged employee; (c) the method of payment, that is, whether the alleged employee participates in the profits and/or losses of the enterprise; and (d) the intent of the parties in creating the relationship.

In the case *sub judice*, both the ALJ's opinion and order, and order on reconsideration fall short of outlining the basic facts relied upon in reaching the ultimate conclusion Hudson was an employee at the time of the May 17, 2011 accident. This is especially true in light of the fact both parties specifically requested additional findings of fact supporting the ALJ's determination Hudson was an employee of Ed Hudson & Son Plumbing.

On remand, the ALJ must conduct a thorough analysis and explanation consistent with this opinion. The ALJ must identify the factors he weighed in determining Hudson was an employee, rather than a partner, at the time of the May 17, 2011 accident. Likewise, pursuant to each factor, the ALJ must identify the evidence in the record upon which he relies in support of his

decision. We direct no particular result. However, the ALJ must provide the basis for his decision.

On remand, the ALJ again determined Hudson was an employee of Hudson Plumbing when injured on May 17, 2011, finding as follows:

I saw and heard the plaintiff testify at the Final Hearing and make the factual determination that he was a credible and convincing witness. The plaintiff testified in his deposition and at the Hearing in great detail as to the facts of his alleged employment with Ed Hudson d/b/a Ed Hudson & Son Plumbing. Introduced as exhibits to the plaintiff's deposition were W-2 forms which showed his compensation paid to him as part of his alleged employment. I make the factual determination that the fact that the alleged employer withheld wages is strong evidence of an employer-employee relationship. The proof also was that the alleged employer had workers' compensation insurance coverage for many years and cancelled it shortly before the plaintiff's work-related accident and injury and renewed the workers' compensation coverage after the plaintiff's accident and injury. I make the factual determination that this was strong evidence that the parties intended to have an employer-employee relationship. The evidence also was that the alleged employer provided materials to the plaintiff and directions to him regarding his work and the plaintiff did physical work in that context. The evidence also was that Mr. Hudson, Sr. operated the business but did none of the physical work. I make the factual determination that this evidence is a strong

indication of an employer-employee relationship. The evidence also was that the plaintiff did not share in any profits of the business and that Mr. Hudson, Sr. controlled the operation of the business and the funds derived from the operation of the business while the plaintiff did physical work and received hourly wages. I make the factual determination that this is strong evidence of an employer-employee relationship.

In light of the legal authorities cited hereinabove and the evidence as summarized hereinabove, I make the factual determination that at the time and place of the plaintiff's accident and injuries on May 17, 2011 he was an employee of the defendant Ed Hudson d/b/a Ed Hudson & Son Plumbing.

The ALJ also determined Hudson is permanently totally disabled and Hulker has no up-the-ladder liability.¹

The UEF filed a petition for reconsideration requesting the ALJ amend his opinion and order in compliance with the Board's opinion "by addressing the partnership issue and the facts that support it" under the standard outlined by the Board. It requested additional findings of fact regarding the employment relationship between Hudson and Hudson Plumbing and an analysis based on the factors set forth in Rucker v. Beckley, Claim No. 1998-

¹ The extent of Hudson's occupational disability is not an issue on appeal and the dismissal of Hulker as a party is the law of the case as the UEF did not appeal the Board's April 19, 2013, opinion affirming the ALJ's determination Hulker did not have up-the-ladder liability pursuant to KRS 342.610(2).

01188, dated September 17, 1999. It also requested the ALJ discuss the fact Hudson joined his father's business after graduating from high school and worked exclusively for Hudson Plumbing except for a period when he worked at Corning Glass. The UEF cited to Hudson's testimony that all of Hudson Plumbing's other employees were discharged when Hudson started working for the business. It also cited to portions of Hudson's testimony that when his father retired it was his intent Hudson would take over the business, and his father represented his intention to Hudson and others. It argued this was relevant to the intent of the parties.

With regard to control of the work, it noted Hudson testified he and his father would meet at Hudson's house to decide what work would be done. The UEF also pointed out Hudson had no plumbing license and cited to the plumbing code which defines a plumber and apprentice.

The UEF noted Hudson testified he made \$18.00 an hour which it contended was well in excess of the amount typically paid to a plumber's apprentice. In support of this proposition, the UEF cited the information contained in the records from the U.S. Bureau of Labor Statistics filed in the record. It asserted the median wage for a licensed plumber was \$46,600.00 and the annual wage for a

plumber in Kentucky was \$36,000.00. The UEF asserted the statistical information indicates the wage for plumber's helpers or apprentices is 30% to 50% of a licensed plumber which would result in earnings of \$19,000.00 per year.²

Finding his amended opinion and order thoroughly discussed the case and complies with the Board's previous opinion, the ALJ reaffirmed his opinion and overruled the UEF's petition for reconsideration.

On appeal, the UEF asserts that although Hudson testified he and his father never explicitly discussed a partnership, the law does not require an express agreement in order to form a partnership. Rather it looks to the conduct of the parties. The UEF argues for the purpose of determining whether a relationship was either an employer/employee or partnership, the factors contained in Rucker v. Beckley, supra, should be considered and the ALJ failed "to apply the correct factors."

As to the extent of control one party exercises over another, the UEF asserts the ALJ stated he relied upon the fact Hudson's father provided the materials and direction for his work. However, the UEF argues Hudson

²In its petition for reconsideration, the UEF also requested additional findings regarding the calculation of Hudson's average weekly wage and the determination of PTD benefits. Since neither issue is before us we will not recount those portions of the petition for reconsideration.

testified his father came to his residence every morning and "we decided what to do." Further, Hudson stated that since 1985, he performed the bulk of the work and his father just handled "kind of the bookkeeping." The UEF cites to Hudson's testimony that after he finished a job he would turn in his time and the materials used for the job to his parents for preparation of an invoice. It also relies on Hudson's testimony that if he was needed somewhere else he was called on his cell phone. The UEF asserts this testimony establishes Hudson worked unsupervised and his employer was not normally on the job site. Therefore, it posits Hudson was the actual plumber and his father was relegated to the role of a "helper or gofer."

Regarding who actually provided the material, the UEF notes in this case Hulker testified he bought the materials for the project, but in other cases Hudson testified his father would pick up materials but he would also pick up materials if his father was unavailable. The UEF advocates Hudson's father was often unaware of the materials to be used on a job since Hudson testified after he finished a job he would turn in his time and the materials he used on a job in order for an invoice to be prepared. Therefore, the UEF posits the ALJ's finding

Hudson was an employee due to the fact his father provided the materials and direction for his work "appears to be odds" with Hudson's testimony and there is no evidence of probative value to support the ALJ's finding.

Relative to the skill required in the particular work performed by the alleged employee, the UEF notes Hudson stated in his Form 101 that he was a plumber not a plumber's helper, and he made \$720.00 per week or \$18.00 per hour. It posits while this rate is in line with the average wage of a licensed plumber according to the Bureau of Labor Statistics and published salary information, a plumber's helper typically earns 30% to 50% of what a licensed plumber earns and in Kentucky the average salary is \$9.00 per hour. Consequently, Hudson was making twice the salary of a typical plumber's helper or apprentice and was being paid the same rate as a plumber. The UEF again asserts Hudson's testimony establishes he worked unsupervised. The UEF suggests since Hudson's wages are on par with a licensed plumber, Hudson was the party actually operating the business while his father was merely the holder of the business license. It questions why Hudson Plumbing would pay Hudson twice the going rate for a helper when someone else could be employed at half the rate. The

UEF argues Hudson was paid the higher salary because he and his father were partners in the business.

As to whether the alleged employee participates in the profits or losses of the enterprise, the UEF argues although Hudson testified he did not share in the profits or losses of the business, he suffered economic loss along with the business because his hours were greatly reduced due to the economic slowdown. It asserts if Hudson was an employee, he had no incentive to suffer the loss caused by his reduced hours and could have found other work in the field. Therefore, the UEF insists Hudson stayed with Hudson Plumbing for other reasons. It argues Hudson shared in the profits of the business in the form of higher than normal wages.

As to the intent of the parties in creating the relationship, the UEF insists there is no other logical purpose for Hudson Plumbing to include "son" as part of the name on the business. It asserts after Hudson joined Hudson Plumbing in 1975, all other employees were let go and since 1985 Hudson has performed the bulk of the plumbing work. The UEF surmises as follows:

In short, since the business was initially established, Plaintiff had worked with his father (Hudson deposition, p. 45) as part of the "& Son" of the business, and for the next

36 years, Plaintiff worked, full-time, with his father in a business with no other employees. For 26 years of those years, Plaintiff testified it was he who performed the plumbing work with the father acting as his helper or 'gofer' bringing him supplies when necessary.

Concerning the future of the business, the Plaintiff stated that it was his father's intention that Plaintiff would take over the business. Not that he would buy his father out. Clearly, the intention of these parties was to create something more than a mere employer/employee relationship.

The UEF argues the ALJ's decision is not supported by substantial evidence and Hudson was a partner, not an employee.

Hudson, as the claimant in a workers' compensation proceeding, had the burden of proving each of the essential elements of his cause of action, including whether an employee/employer relationship existed. See KRS 342.0011(1); Snawder v. Stice, 576 S.W.2d 276 (Ky. App. 1979). Since Hudson was successful in that burden, the question on appeal is whether there was substantial evidence of record to support the ALJ's decision. Wolf Creek Collieries v. Crum, 673 S.W.2d 735 (Ky. App. 1984). "Substantial evidence" is defined as evidence of relevant consequence having the fitness to induce conviction in the

minds of reasonable persons. Smyzer v. B. F. Goodrich Chemical Co., 474 S.W.2d 367 (Ky. 1971).

In rendering a decision, KRS 342.285 grants an ALJ as fact-finder the sole discretion to determine the quality, character, and substance of evidence. Square D Co. v. Tipton, 862 S.W.2d 308 (Ky. 1993). An ALJ may draw reasonable inferences from the evidence, reject any testimony, and believe or disbelieve various parts of the evidence, regardless of whether it comes from the same witness or the same adversary party's total proof. Jackson v. General Refractories Co., 581 S.W.2d 10 (Ky. 1979); Caudill v. Maloney's Discount Stores, 560 S.W.2d 15 (Ky. 1977). An ALJ may reject any testimony and believe or disbelieve various parts of the evidence, regardless of whether it comes from the same witness or the same adversary party's total proof. Magic Coal Co. v. Fox, 19 S.W.3d 88 (Ky. 2000). In that regard, an ALJ is vested with broad authority to decide questions involving causation. Dravo Lime Co. v. Eakins, 156 S.W. 3d 283 (Ky. 2003). Although a party may note evidence that would have supported a different outcome than that reached by an ALJ, such proof is not an adequate basis to reverse on appeal. McCloud v. Beth-Elkhorn Corp., 514 S.W.2d 46 (Ky. 1974). Rather, it must be shown there was no evidence of

substantial probative value to support the decision. Special Fund v. Francis, 708 S.W.2d 641 (Ky. 1986).

The function of the Board in reviewing an ALJ's decision is limited to a determination of whether the findings made are so unreasonable under the evidence that they must be reversed as a matter of law. Ira A. Watson Department Store v. Hamilton, 34 S.W.3d 48 (Ky. 2000). The Board, as an appellate tribunal, may not usurp the ALJ's role as fact-finder by superimposing its own appraisals as to weight and credibility or by noting other conclusions or reasonable inferences that otherwise could have been drawn from the evidence. Whittaker v. Rowland, 998 S.W.2d 479 (Ky. 1999).

We disagree with the UEF's assertion the ALJ was not tasked with making a factual determination but was to resolve a question of law instead. On the contrary, utilizing the guidelines cited by the Board, the ALJ was directed to enter findings of fact based on the evidence in deciding whether Hudson was an employee of Hudson Plumbing. In this case, as Hudson's testimony was the only substantive testimony on this issue, the ALJ had to determine the credibility of his testimony and the evidence

he introduced in resolving the issue before him.³ We provide our summary of Hudson's testimony contained in our April 19, 2013, opinion which is as follows:

Hudson testified by deposition on June 12, 2012 and at the hearing held September 27, 2012. Hudson, a resident of Harrodsburg, Kentucky, was born on June 27, 1957, and completed the twelfth grade. Hudson stated he has no vocational or specialized training, and does not hold any licenses or certifications. Specifically, he has never maintained a plumbing license. After completing high school, Hudson testified he began working full-time for Ed Hudson & Son Plumbing in 1975 and continued to do so until the May 17, 2011 accident.

Ed Hudson [footnote omitted] ("Hudson Sr.") is Hudson's father. Hudson Sr. began operating Ed Hudson & Son Plumbing in 1968 from his residence when Hudson was approximately eleven years old. Ed Hudson & Son Plumbing performs primarily residential plumbing, including new construction. Hudson Sr. "basically let everybody go" when Hudson began working for him. When questioned why Hudson Sr. named the business Ed Hudson & Son Plumbing rather than "Ed Hudson Plumbing," Hudson testified "[T]hat's something [Hudson Sr.] did.

I was in grade school." Hudson further explained his father thought he would take over the business upon retirement. At the time of the accident, Hudson Sr. was seventy three years of age.

³Although Hulker provided some testimony regarding the actions of Hudson and his father, his testimony primarily pertained to the issue of his liability as an up-the-ladder contractor.

Hudson testified he has performed "the bulk of the plumbing" since 1985, which included jobs ranging from installation in new buildings to minor plumbing repairs. His father handled the money and estimates for the business, and he also picked up supplies. His mother assisted with payroll. Cathy Baxter, unrelated to the Hudson family, was the bookkeeper who did not have any ownership interest in the business.

Hudson testified customers called his parent's house. Hudson Sr. came to Hudson's residence every morning to discuss projects. Occasionally, Hudson Sr. called Hudson while he was working on a job to direct him to another job. Hudson testified whenever he completed a job, he recorded his time and materials used, and gave it to his parents. Based upon his experience, Hudson stated "the only plumbers that own the business that actually did the work was [sic] somebody that just worked for theirselves [sic], and there were no helpers. Most of them had helpers, and they actually did the work."

Hudson stated he earned \$18.00 per hour in the year prior to the injury but he could not confirm how many hours he actually worked, indicating it depended on the economy and demand. However, Hudson testified the wage documentation he previously filed as evidence is accurate. Hudson attached his W-2 statements for each year from 2007 through 2011 as exhibits to his deposition testimony. The W-2s reflect federal and state taxes were withheld from his wages. The W-2s indicate the "employer" is "Clarence E. Hudson & Cathy Baxter" and the "employee" is "Eddie Hudson." Hudson testified his paychecks were signed by either his

mother or father, and were written from the Ed Hudson & Son Plumbing account.

Hudson testified Ed Hudson & Son Plumbing is a sole proprietorship owned by his father, Hudson Sr. Hudson denied the existence of a partnership, as well as owning any part of the business, despite the fact the business name reflects "& Son." Hudson insisted he has been merely an hourly wage employee for over twenty years. Hudson testified he and his father did not have any discussion about a partnership, he did not share in the profits of the business, did not make any administrative decisions and was not involved in bidding. Likewise, Hudson had no involvement in the purchase of workers' compensation insurance. He believed his father had consistently maintained workers' compensation coverage and was unaware the policy had been cancelled prior to his May 17, 2011 fall.

Although the ALJ's findings are limited, we believe he complied with the Board's directive and identified the basis for his decision Hudson was an employee of Hudson Plumbing on May 17, 2011. The ALJ cited to Hudson's deposition and hearing testimony "as to the facts of his alleged employment" with Hudson Plumbing. Hudson's testimony establishes his father generally picked up the materials, handled submitting bids, and Hudson did not make any decisions as to whether to accept a job. He testified he was paid an hourly rate and taxes were withheld from his check. Hudson acknowledged he had been pulled off a job to

go to another job, and at the end of each job he turned in his time and the materials used. His parents then generated an invoice. The ALJ found the W-2 forms introduced are strong evidence of an employee/employer relationship. The five W-2s reflect the following wages:

2007 - \$31,419.00

2008 - \$28,575.00

2009 - \$16,272.00

2010 - \$11,097.00

2011 - \$71,028.00

Clearly, the W-2s are *prima facie* evidence of an employee/employer relationship. It can hardly be contended the W-2s evidencing an employment relationship for five years prior to the work injury were manufactured by Hudson and Hudson Plumbing. The ALJ's finding Hudson Plumbing withheld from Hudson's wages is strong evidence of an employee/employer relationship is supported by Hudson's testimony and the documentary evidence.

The above recited evidence relates to the extent of control one party exercises over the work of another as well as the method of payment and whether the employee participated in the profits or losses of the enterprise. These are two of the most important factors identified by the board in Rucker v. Beckley, *supra*. Hudson's testimony

indicates he did not have significant control over the work he performed and he was not paid for anything other than his work. Although the UEF insists Hudson should only earn \$9.00 per hour, we note the testimony establishes he worked for thirty-five years for his father. Thus, the fact Hudson was making \$18.00 an hour is not necessarily indicative of a scheme concocted by Hudson and his father to pay wages in lieu of sharing profits. Other than the UEF's suggestion of such a scenario, there is nothing in the record which supports such a premise.

The ALJ also concluded the fact Hudson Plumbing had workers' compensation insurance coverage for many years, but canceled its policy shortly before the accident was evidence of an employment relationship. The UEF does not dispute Hudson's testimony that Hudson Plumbing had a workers' compensation insurance policy for many years, but cancelled the policy shortly before the work injury. Securing workers' compensation insurance for only one employee certainly indicates there was an employment relationship as opposed to a partnership arrangement. Consequently, we believe the ALJ's finding is supported by the evidence.

In addition, the ALJ found the evidence established Hudson Plumbing provided Hudson with the

materials and directed his work and Hudson's father operated the business but did none of the physical work were "a strong indication" of an employee/employer relationship. This finding is amply supported by Hudson's un rebutted testimony.

This finding relates to the extent of control one party exercises over the work of another and the skill required in the work performed by the employee. Hudson's father directed his work, and after receiving this direction Hudson performed the work. In addition, the evidence establishes Hudson's father's skill was paramount as Hudson did not possess the requisite license or certifications in order to perform the work on his own without supervision.

Finally, the ALJ concluded that Hudson's testimony he did not share in the profits, his father controlled the operation of the business and the funds derived from the operation of the business, and Hudson did the physical work for which he received hourly wages were strong evidence of an employee/employer relationship. This finding relates to multiple factors identified in Rucker v. Beckley, supra, including the intent of the parties in creating the relationship. This finding by the ALJ is supported by the record and we add there is no evidence

refuting the testimony relied upon by the ALJ in making this finding of fact.

Although the ALJ could have further discussed the skill required in this particular work, we note the undisputed testimony was that Hudson did not possess a license or certification which would permit him to work unsupervised in the capacity as a plumber. Rather, the evidence establishes his father had the appropriate plumbing license and certifications. We find nothing in the record supporting the UEF's assertion that Hudson's father was actually a "gofer." Hudson's testimony reflects his father handled all the paperwork, the bidding, met with prospective customers, and directed his work activity. Hudson testified he had received calls in the past from his father to go to another location to perform services. The above indicates the important skills were possessed by Hudson's father.

Similarly, we find no merit in the UEF's argument Hudson was a partner because he remained with Hudson Plumbing after his hours were reduced and he could have found work elsewhere. This is nothing more than supposition by the UEF and there is no evidence supporting such a premise. Further, the hourly rate Hudson Plumbing chose to pay Hudson is not indicative of anything other

than an employee/employer relationship, especially since Hudson was a thirty-five year employee and the sole employee.

Further, the fact Hudson's father may have used "& Son" in the name of his business does not necessary establish Hudson was anything other than an employee of his father's business. As Hudson pointed out, his father began using the name "& Son" when he was eleven years old. As also pointed out by Hudson, his father's intention was that he would take over the business when he retired, but his father never retired.

Here, the ALJ chose to believe Hudson's testimony and his testimony along with the documentary evidence support the ALJ's findings. Hudson's testimony and the W-2s constitute substantial evidence which supports the determination Hudson was an employee of Hudson Plumbing. The ALJ's findings of fact are sufficient to apprise the parties of the basis for his decision. While authority generally establishes an ALJ must effectively set forth adequate findings of fact from the evidence in order to apprise the parties of the basis for his decision, he is not required to recount the record with line-by-line specificity nor engage in a detailed explanation of the minutia of his reasoning in reaching a particular result.

Shields v. Pittsburgh and Midway Coal Mining Co., 634 S.W.2d 440 (Ky. App. 1982); Big Sandy Community Action Program v. Chaffins, 502 S.W.2d 526 (Ky. 1973).

On remand, the ALJ cited to numerous factors which led him to conclude Hudson was an employee of Hudson Plumbing as opposed to being a partner. Because the ALJ conducted the appropriate analysis and provided the basis for his decision and his decision is supported by the record, we are without authority to disturb his decision on appeal. Special Fund v. Francis, 708 S.W.2d 641 (Ky. 1986).

Accordingly, the May 24, 2013, amended opinion and order on remand and the July 22, 2013, opinion and order on reconsideration are **AFFIRMED**.

ALL CONCUR.

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