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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA25-869

Filed 21 October 2026

N.C. Industrial Commission, No. W65038

CURTIS BROWN, Employee, Plaintiff,

v.

NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION, Employer,
SELF-INSURED (SEDGWICK CMS, Third-Party Administrator), Defendant.

Appeal by plaintiff from opinion and award entered 6 May 2025 by the North
Carolina Industrial Commission. Heard in the Court of Appeals 25 March 2026.

Kenneth M. Johnson, P.A., by Kya Johnson, for plaintiff-appellant.

*Attorney General Jeff Jackson, by Special Deputy Attorney General Karissa J.
Davan, for defendant-appellee.*

STROUD, Judge.

Plaintiff Employee Curtis Brown appeals from the North Carolina Industrial
Commission's (Commission) Opinion and Award denying his request to reinstate his
disability compensation based on a change in condition about nine years after the last
payment of compensation under North Carolina General Statute Section 97-47. The

Commission denied Plaintiff's claim because Section 97-47 barred review of Plaintiff's original compensation award. N.C. Gen. Stat. § 97-47 (2025).

The Commission correctly determined that Section 97-47 barred Plaintiff's claim for modification of his compensation award; therefore, we affirm the Commission's Opinion and Award.

I. Factual and Procedural Background

The legal issue presented to the Commission, and to this Court on appeal, is whether "Plaintiff's claim for a change of condition under [North Carolina General Statute] Section 97-47" was timely. In a pre-trial agreement, the parties stipulated to the facts relevant for the purposes of this case.

In 2009, Plaintiff worked as a teacher at Westover High School in Cumberland County and was employed by Defendant North Carolina Department of Public Instruction. On 4 December 2009, while attempting to break up a fight between two students, Plaintiff suffered compensable injuries to his low back.

On 26 February 2010, Defendant filed a Form 63, *Notice to Employee of Payment of Compensation Without Prejudice or Payment of Medical Benefits Only Without Prejudice*. On the Form 63, Defendant selected "Section 2 – Medical Benefits Only." Thereafter, medical compensation was initiated for Plaintiff's low back injury.

On 2 September 2013, the Commission approved a Form 26A, *Employer's Admission of Employee's Right to Permanent Partial Disability*. At the time of filing the Form 26A, Plaintiff was represented by counsel. The Form 26A indicated that

Plaintiff had a 5% Permanent Partial Impairment (PPI) rating for his lower back and spine. Based upon the computations in the Form 26A, Defendant paid Plaintiff 15 weeks of compensation at a rate of \$428.47 per week. In total, Plaintiff received \$6,427.05 (5% rating x 300 weeks x \$428.47 = \$6,427.05) for his 5% PPI rating. Defendant made no indemnity payments to Plaintiff after 26 September 2013.

The Form 26A states that “[o]nce your compensation checks have stopped, if you claim further compensation, you must notify the Industrial Commission in writing within two years from the date of receipt of your last compensation check or your rights to these benefits may be lost.”

Following the approval of the Form 26A and final indemnity payment, Defendant continued to pay for Plaintiff’s medical treatment to his back, and “neither party currently questions Plaintiff’s entitlement to medical compensation for his compensable . . . back injury.”

From 11 July 2013 through 28 July 2022, Plaintiff received pain management treatment for his injuries at least once a month. His treatment included physical therapy, shots, and medication. Plaintiff’s diagnosis during this period was “lumbago, lumbar degeneration, chronic pain due to trauma, other intervertebral disc degeneration, and spinal stenosis of the lumbosacral region.” In 2019, Plaintiff received an MRI, revealing an increase in disc protrusion. A subsequent MRI in February 2021 showed an increase in degenerative disc disease.

On 28 July 2022, Plaintiff received a referral to Pinehurst Surgical Clinic for

surgical evaluation. Dr. Daniel Williams determined, on 29 August 2022, that Plaintiff's back pain had worsened and recommended a "right sided L3-4 anterior-posterior decompression fusion single stage surgical procedure." On 11 January 2023, Plaintiff had the recommended procedure. Plaintiff was completely out of work from 11 January 2023 through 5 April 2023. After initially returning to work for half-days, Plaintiff eventually began working full time on 19 April 2023. Plaintiff's average weekly wage is \$642.71, yielding a weekly compensation rate of \$428.47.

On 31 January 2023, Plaintiff filed a Form 23, *Application to Reinstate Payment of Disability Compensation*, for Plaintiff's 4 December 2009, back injury. Plaintiff sought "compensation [from] [11 January] 2023 and ongoing" on the ground that there had been a "change of condition that required surgery and [P]laintiff to be out of work." In the addendum to Plaintiff's Form 23 application, Plaintiff noted that he had "received ongoing treatment, for his back which has included pain management, since his original date of injury which was [4] December 2009 All of this treatment has been paid for and approved by [D]efendants."

On 17 February 2023, Defendant filed a response to Plaintiff's Form 23, asserting that Section 97-47 barred Plaintiff's claim because "more than two years have elapsed since the last payment of compensation pursuant to the [2] September 2013 Form 26A approval Order."

On 7 March 2023, a deputy commissioner denied Plaintiff's Form 23 Application because "a Form 23 Application is not appropriate pursuant to [North

Carolina General Statute Sections] 97-18(k) and 97-47.” On 8 March 2023, Plaintiff filed a Form 33, *Request that Claim Be Assigned for Hearing*, reasserting Plaintiff’s claim that additional compensation be awarded because of Plaintiff’s changed conditions pursuant to Section 97-47. In response, Defendant filed a Form 33A, *Response to Request that Claim be Assigned for Hearing*, and once again raised the defense of the statute of limitations under Section 97-47: “[pursuant] to [Section] 97-47, Defendant asserts that more than two (2) years have passed since the 2013 issuance of a Form 26[A] award for Plaintiff’s low back and no review can be made more than two (2) years after the award’s issuance.”

On 3 July 2024, a deputy commissioner filed an opinion and award denying “Plaintiff’s application for review of the [2] September 2013 Form 26A on the grounds of a change of condition.” Following the deputy commissioner’s opinion and award, Plaintiff filed a Form 44, *Application for Review*, assigning error to (1) the “[o]pinion and [a]ward[’s] Conclusion of Law Number 2 (i.e. concluding that Plaintiff failed to timely apply for review of the [2] September 2013, Form 26A award), and (2) the denial of Plaintiff’s application for review of his Form 26A award.”

On 6 May 2025, the Commission entered its Opinion and Award, affirming the deputy commissioner’s decision. The Commission concluded that

the limitations period for Plaintiff to claim a change of condition under [North Carolina General Statute Section] 97-47 began to run when Plaintiff received his last payment of compensation in late September of 2013. Nine years elapsed before Plaintiff filed his Form 23 on [31]

January 2023, requesting further compensation and citing [Section] 97-47. Accordingly, Plaintiff's claim for additional compensation is time barred as it was filed over 7 years after the two-year statute of limitations expired.

II. Appellate Jurisdiction

On 5 June 2025, Plaintiff filed notice of appeal to this Court. We have jurisdiction under North Carolina General Statute Sections 7A-29(a) and 97-86, which provide that any party to a workers' compensation proceeding may appeal as a matter of right to the North Carolina Court of Appeals from a final award of the Full Commission. N.C. Gen. Stat. §§ 7A-29(a), 97-86.

III. Discussion

Plaintiff makes three arguments in support of his claim that North Carolina General Statute Section 97-47 does not time bar his request for further *compensation*. First, he contends that since *medical compensation* continued under North Carolina General Statute Section 97-25.1, it would be "illogical for the [Workers' Compensation] Act [(the "Act")] to allow ongoing treatment under [Section] 97-25.1 while simultaneously cutting off the right to indemnity benefits for incapacity caused by that same treatment under [Section] 97-47." Second, he argues the final indemnity payment was not "dispositive." Because of Plaintiff's ongoing medical treatment, the Commission maintained jurisdiction over Plaintiff's claim for further *compensation*. Third, Plaintiff argues this liberal construction of the statute "preserves the Act's humanitarian balance and fulfills its legislative mandate."

We find that Plaintiff's arguments are without merit, and the proper interpretation of Section 97-47 bars Plaintiff's claim.

A. Standard of Review

“When reviewing Industrial Commission decisions, appellate courts must examine whether any competent evidence supports the Commission's findings of fact and whether those findings support the Commission's conclusions of law.” *McRae v. Toastmaster, Inc.*, 358 N.C. 488, 496, 597 S.E.2d 695, 700 (2004) (citation, quotation marks, and brackets omitted). “The Commission's findings of fact are conclusive on appeal when supported by such competent evidence, even though there is evidence that would support findings to the contrary.” *Id.* (citation, quotation marks, and brackets omitted). Where there is evidence tending to support the plaintiff's claim, it is reviewed “in the light most favorable to the plaintiff, and [the] plaintiff is entitled to the benefit of every reasonable inference to be drawn from the evidence.” *Id.* at 496, 597 S.E.2d at 700–701 (citations and quotation marks omitted). We review the Commission's conclusions of law *de novo*. *Id.* at 496, 597 S.E.2d at 701.

Plaintiff contends that the Commission committed a legal error. Therefore, the “question [on appeal] is purely legal—whether [Section] 97-47 bars modification [of Plaintiff's compensation] despite continuous medical care.” The factual findings of the Commission are undisputed and not subject to review.

B. North Carolina General Statute Section 97-47's Two-Year Time Bar

Plaintiff asks this Court to accept a liberal interpretation of Section 97-47 and

hold that the statute does not time bar his claim. Section 97-47 allows the Commission to review an award of *compensation* “[u]pon its own motion or upon the application of any party in interest on the grounds of a change in condition.” N.C. Gen. Stat. § 97-47 (2025). But Section 97-47 also provides: “no such review shall be made after two years from the date of the last payment of compensation pursuant to an award under this Article.” *Id.*

Despite the language of Section 97-47, Plaintiff argues for an expansive reading of the statute based upon Plaintiff’s continued medical treatment:

North Carolina precedent distinguishes between cessation of all benefits and the continuation of authorized medical treatment. Where medical care continues under Commission authority, the employment relationship under the Act remains active. By treating [Section] 97-47 as an absolute bar despite ongoing medical care, the Commission ignored this continuing jurisdiction and deprived Plaintiff of the statutory remedy designed to respond to precisely this situation—a worsening condition that later causes renewed disability.

Rather than read Section 97-47 at face value, Plaintiff argues that Defendant’s ongoing payments of *medical compensation* should be incorporated into “the date of the last payment of compensation pursuant to an award”—instead of Defendant’s final indemnity payment on 26 September 2013. *See* N.C. Gen. Stat. § 97-47. On Plaintiff’s reading of Section 97-47, the statute would not time bar his claim for further *compensation* because Defendant’s payments of *medical compensation* occurred within the permitted statutory period. Plaintiff notes that “this issue turns

on how [Sections] 97-25.1 and 97-47 interrelate” and that we should review the “Commission’s interpretation of those statutes *de novo*, giving them a liberal construction consistent with the Act’s remedial purpose.”

Instead of liberally construing Sections 97-47 and 97-25.1, Defendant argues that “there is no need to go beyond the statute to determine this issue.” The plain language of Section 97-47 is clear: “ ‘no such review shall be made after two years from the date of the last payment of compensation pursuant to an award under this Article. . . .’ N.C. Gen. Stat. § 97-47 (2023).” Since Plaintiff’s claim arose two years after his final compensation award, Section 97-47 bars his claim for further compensation.

C. Relevant Statutes

Both Plaintiff and Defendant note the importance of Sections 97-47 and 97-25.1 to the disposition of this case. North Carolina General Statute Section 97-2 provides that the following definitions apply to the terms used in Chapter 97 “unless the context otherwise requires”:

(11) Compensation. — The term “compensation” means the money allowance payable to an employee or to his dependents as provided for in this Article, and includes funeral benefits provided herein.

...

(19) Medical Compensation. — The term “medical compensation” means medical, surgical, hospital, nursing, and rehabilitative services, including, but not limited to, attendant care services prescribed by a health care

provider authorized by the employer or subsequently by the Commission, vocational rehabilitation, and medicines, sick travel, and other treatment, including medical and surgical supplies, as may reasonably be required to effect a cure or give relief and for such additional time as, in the judgment of the Commission, will tend to lessen the period of disability; and any original artificial members as may reasonably be necessary at the end of the healing period and the replacement of such artificial members when reasonably necessitated by ordinary use or medical circumstances.

N.C. Gen. Stat. § 97-2 (2025).

As noted previously, Section 97-47 allows for the Commission to review a *compensation* award based upon a “change in condition,” but it also includes a two-year time bar on the Commission’s ability to review a *compensation* award:

Upon its own motion or upon the application of any party in interest on the grounds of a change in condition, the Industrial Commission may review any award, and on such review may make an award ending, diminishing, or increasing the *compensation* previously awarded, subject to the maximum or minimum provided in this Article, and shall immediately send to the parties a copy of the award.

No such review shall affect such award as regards any moneys paid *but no such review shall be made after two years from the date of the last payment of compensation pursuant to an award under this Article, except that in cases in which only medical or other treatment bills are paid, no such review shall be made after 12 months from the date of the last payment of bills for medical or other treatment, paid pursuant to this Article.*

N.C. Gen. Stat. § 97-47 (emphasis added).

Section 97-25.1 addresses the limitations on the duration of *medical*

compensation:

The right to *medical compensation* shall terminate two years after the employer's last payment of medical or indemnity compensation unless, prior to the expiration of this period, either: (i) the employee files with the Commission an application for additional medical compensation which is thereafter approved by the Commission, or (ii) the Commission on its own motion orders additional medical compensation. If the Commission determines that there is a substantial risk of the necessity of future medical compensation, the Commission shall provide by order for payment of future necessary medical compensation.

N.C. Gen. Stat. § 97-25.1 (2025) (emphasis added).

D. Analysis

Although Section 97-47 clearly states that “no such review shall be made after two years from the date of the last payment of compensation,” Plaintiff argues that “it would be illogical for the Act to allow ongoing treatment under [Section] 97-25.1 while simultaneously cutting off the right to indemnity benefits for incapacity caused by that same treatment under [Section] 97-47.” Rather, Plaintiff claims that “[a] harmonious reading recognizes that authorized medical treatment tolls or extends the two-year period when it continues under Commission authority.” *See* N.C. Gen. Stat. §§ 97-47, 97-25.1.

Plaintiff acknowledges that our Supreme Court distinguished *compensation* from *medical compensation* in *Hylar v. GTE Products Co.*:

[W]e conclude that the legislature always has provided for, and continues to provide for, two distinct components of an

award under the Workers' Compensation Act: (1) payment for the cost of medical care, now denominated "medical compensation," which consists of payment of the employee's medical expenses incurred as a result of a job-related injury; and (2) general "compensation" for financial loss other than medical expenses, which includes payment to compensate for an employee's lost earning capacity and payment of funeral expenses. While [Section] 97-47 requires a claimant to show a "change of condition" before the Industrial Commission may amend an order awarding general "compensation" as that term is and always has been defined in the Act, [Section] 97-25 permits the Industrial Commission to order the employer to pay new or additional medical expenses, even if there has been no material change in the employee's condition or in available medical treatments.

Hylar v. GTE Prods. Co., 333 N.C. 258, 267, 425 S.E.2d 698, 704 (1993).¹

¹ *Hylar* addressed the pre-1994 amendment version of Section 97-25. See *Hylar v. GTE Prods. Co.*, 333 N.C. 258, 260-61, 425 S.E.2d 698, 700 (1993). The *medical compensation* statute at issue in *Hylar* did not include Section 97-25.1's two-year limitation on medical claims:

Medical, surgical, hospital, nursing services, medicines, sick travel, rehabilitation services, and other treatment including medical and surgical supplies as may reasonably be required to effect a cure or give relief and for such additional time as in the judgment of the Commission will tend to lessen the period of disability, and in addition thereto such original artificial members as may be reasonably necessary at the end of the healing period shall be provided by the employer. In case of a controversy arising between the employer and employee relative to the continuance of medical, surgical, hospital, or other treatment, the Industrial Commission may order such further treatments as may in the discretion of the Commission be necessary.

The Commission may at any time upon the request of an employee order a change of treatment and designate other treatment suggested by the injured employee subject to the approval of the Commission, and in such a case the expense thereof shall be borne by the employer upon

Despite the clear separation of Sections 97-47 and 97-25 by *Hylers's* majority, Plaintiff instead asks us to rely on Justice Meyer's dissent. In his dissent, Justice Meyer argued that the majority was mistaken in "holding that Section 97-47 is applicable only to awards of 'compensation' and not to claims for awards of medical expenses only." *Id.* at 271, 425 S.E.2d at 706 (Meyer, J., dissenting). According to Justice Meyer, there were two issues with the majority's interpretation of the statutes: first, it "dispensed with the requirement of a showing of a change of condition as a prerequisite for reopening, for additional medical or treatment expenses, a claim previously closed by a final award of the Industrial Commission"; and second, the interpretation "abrogated the one-year statute of limitations for reopening final awards where the award was for medical expenses only, leaving no time limitation for reopening such claims." *Id.* The majority's interpretation would allow for medical awards to be "reopened without any limitation as to time whatsoever," as Section 97-47 would no longer restrict *medical compensation* claims. *Id.* at 275, 425 S.E.2d at 708 (Meyer, J., dissenting). Plaintiff claims that Justice Meyer's interpretation of the statutes is proper, and that "[r]eading [Section] 97-47

the same terms and conditions as hereinbefore provided in this section
for medical and surgical treatment and attendance.

Id. (citing N.C. Gen. Stat. § 97-25 (1991)) (allowing for modification of medical compensation "subject to the approval of the commission," not limited by the two-year time bar following termination of benefits later added in Section 97-25.1).

to incorporate medical compensation ensures the Commission can modify awards when medical treatment demonstrates or precipitates a change in condition.”

Plaintiff’s argument fails for several reasons. First, *Hylar*’s majority decision—the law binding on this Court—expressly separated the two “distinct components” of the Act: *compensation*, as defined under Section 97-2(11), and *medical compensation*, as defined under Section 97-2(19). *See Hylar*, 333 N.C. at 267, 425 S.E.2d at 704. Justice’s Meyer’s dissent, no matter how compelling, is not law. *See State v. Walker*, 286 N.C. App. 438, 445, 880 S.E.2d 731, 737 (“As every judge learns the hard way, comments in a dissenting opinion about legal principles and precedents are just that: comments in a dissenting opinion.” (citation omitted)).

Second, Justice Meyer’s reasoning and policy concerns do not support Plaintiff’s argument; on the contrary, they contradict Plaintiff’s interpretation of the statutes. Justice Meyer interpreted Sections 97-47 and 97-25 together, in part, because of the consequences that might arise from separating the two statutes: “potentially permit[ting] the reopening of a vast and indeterminate number of final awards of the Industrial Commission.” *See Hylar*, 333 N.C. at 279, 425 S.E.2d at 711 (Meyer, J., dissenting). Since, at the time of *Hylar*, there was no two-year time bar contained within Section 97-25 itself, injured plaintiffs could raise new medical compensation claims at any time under the majority’s interpretation. *See id.*

But Plaintiff’s interpretation of Sections 97-47 and 97-25.1 would have a similar result as the majority’s interpretation in *Hylar*—by allowing *medical*

compensation to stand in for continued *compensation* payments, the life of *compensation* awards under Section 97-47 would be indeterminately extended.

Justice Meyer's own words on this issue are informative:

What is at stake here is the concept of finality that is essential to the proper, economical, and efficient operation of administrative, quasi-judicial, and judicial bodies. If the final determinations of such bodies can be reopened without any time limitation whatsoever, nothing would ever be decided. A strong adherence to the doctrine of finality is as essential to the sound economical and efficient operation of the Industrial Commission as it is to the operation of the courts. It is essential to the effective operation of the whole workers' compensation system that consensual resolutions of cases such as the one here be encouraged.

Id. (Meyer, J., dissenting). We will not embrace Justice Meyer's interpretation to affect the end that he warned against.

Third, if there was any question about the distinction between *compensation* and *medical compensation* following *Hylar*, the legislature's 1994 amendments to Section 97 further clarified the distinction, adding a two-year statute of limitation to claims for *medical compensation*. Workers' Compensation Reform Act of 1994, ch. 679, 1994 N.C. Sess. Laws Part II (1994).² We described this amendment and its effect in *McAllister v. Wellman, Inc.*:

Hylar overruled a seventeen-year old court of appeals [sic]

² The legislature apparently accepted Justice Meyer's suggestion in his dissent: "In view of the drastic changes wrought by this and other cases cited herein, perhaps it is time for the legislature to review and reassess the delicate balance of interests between employee and employer under our Workers' Compensation Act." *Hylar*, 333 N.C. at 279, 425 S.E.2d at 711 (Meyer, J., dissenting).

decision that interpreted [S]ection 97-47 to . . . apply a two-year statute of limitations to claims for medical compensation resulting from traumatic injuries.

. . . .

Hylar and those similarly situated were entitled to request compensation for ongoing medical expenses more than two years after their last payments. Employers and insurers justifiably became concerned that this new interpretation of the law exposed them to significantly increased liability. Insurers responded by raising rates, ostensibly to establish reserves to cover this new liability.

New [S]ection 97-25.1 at least partially reverses *Hylar* by reimposing a two-year statute of limitations on reopening claims for medical compensation.

McAllister v. Wellman, Inc., 162 N.C. App. 146, 149, 590 S.E.2d 311, 313 (2004) (citing John Richard Owen, *The North Carolina Workers' Compensation Act of 1994: A Step in the Direction of Restoring Balance*, 73 N.C. L.Rev. 2502, 2506, 2509–2510 (1995)). As it applies here, adding the two-year statute of limitation to Section 97-25 further severed any connection between Sections 97-47 and 97-25. Therefore, treating *medical compensation* and *compensation* separately is not “illogical”; rather, it is in keeping with both *Hylar* and the explicit language of the controlling statutes.

Plaintiff next argues that “[t]he Commission’s reliance on the date of the last indemnity payment under the Form 26A as dispositive is contrary to precedent and statutory structure.” Plaintiff contends that Form 26A “settles a specific permanent-partial rating” but “does not divest the Commission of jurisdiction when authorized medical treatment continues for the same compensable injury,” citing to *Lucas v.*

Thomas Built Buses, Inc., 88 N.C. App. 587, 591, 364 S.E.2d 147, 150 (1988), with a parenthetical describing *Lucas* as standing for the proposition that the “Commission retains jurisdiction while the employee’s right to compensation or medical benefits remains alive.”³ Based upon this continuing “jurisdiction,” Plaintiff argues that his claim for further *compensation* is still alive and subject to Section 97-47’s “change of condition” provision.

Plaintiff’s argument fails for several reasons. First, we are unable to discern how *Lucas* has anything to do with the issues in this case. *Lucas* addressed whether the Commission erred in finding that there was insufficient evidence that a plaintiff was disabled for the purpose of continuing disability payments. *Id.* at 589, 364 S.E.2d at 149. At no point in the opinion did this Court address the issue of jurisdiction. In fact, the term “jurisdiction,” or discussion of anything similar, does not appear anywhere in the opinion, nor did any further language cited by Plaintiff appear in any other North Carolina opinion. Ultimately, Plaintiff has cited no legal authority in support of this argument. Second, there is no question of the Commission’s “jurisdiction” here, nor did the Commission claim that it lacked jurisdiction over Plaintiff’s claim. We agree that Plaintiff’s *medical compensation* claim is not “dormant,” as “Defendant continued to pay for Plaintiff’s medical treatment relating to his lower back[, and n]either party currently questions Plaintiff’s entitlement to

³ Plaintiff’s brief also includes a purported quote from *Lucas*. The quoted language is not in *Lucas* nor is it in any other North Carolina case.

medical compensation.” But the issue here is whether Section 97-47 time barred Plaintiff’s claim for further *compensation*. The fact that Plaintiff’s *medical compensation* claim remains active does not inform that question. Thus, Plaintiff’s argument here is without merit.

Plaintiff devotes the remainder of his brief to policy arguments about liberal construction of the Act, arguing that his proposed interpretation “preserves the Act’s humanitarian balance and fulfills its legislative mandate.” By allowing Section 97-47 to extinguish indemnity rights following the two-year period, Plaintiff argues, “[i]t creates an inequitable ‘no-win’ situation for injured workers who remain under treatment but cannot anticipate future disability within a fixed two-year window.” Instead, Plaintiff would have this Court find that continuous medical treatment preserves the right to seek modification under Section 97-47, despite language to the contrary.

But the statutes here are clear and unambiguous. “The primary goal of statutory construction is to effectuate the purpose of the legislature in enacting the statute.” *Liberty Mut. Ins. Co. v. Pennington*, 356 N.C. 571, 574, 573 S.E.2d 118, 122 (2002) (citation omitted). The Act “should be liberally construed to the end that the benefits thereof should not be denied upon technical, narrow, and strict interpretation.” *Cates v. Hunt Constr. Co.*, 267 N.C. 560, 563, 148 S.E.2d 604, 607 (1966) (citation and quotation marks omitted). But, even in liberally construing the statute, “the plain and unmistakable language of the statute must be followed.” *Rorie*

v. Holly Farms Poultry Co., 306 N.C. 706, 709–10, 295 S.E.2d 458, 461 (1982) (citation omitted).

Here, the plain language of the statutes is unmistakable and contrary to Plaintiff's argument. Section 97-47 states that "no such review shall be made after two years from the date of the last payment of compensation pursuant to an award under this Article." N.C. Gen. Stat. § 97-47. Since the language of Section 97-47 is "plain and unmistakable," we give effect to the language of the statute, not Plaintiff's liberal interpretation of the statute. *See Rorie*, 306 N.C. at 709–10, 295 S.E.2d at 461. Therefore, the Commission properly applied Section 97-47's two-year time bar to Plaintiff's claim for further *compensation*.

IV. Conclusion

Because the Commission committed no error of law, we affirm the Opinion and Award.

AFFIRMED.

Judges HAMPSON and CARPENTER concur.

Report per Rule 30(e).