

EXHIBIT 2

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

BALTIMORE FIELD OFFICE

10 South Howard Street, 3RD Floor

Baltimore, MD

Walter Flourney,)
on behalf of himself)
and all other persons similarly situated,)
Class Agent,) **Agency No. NCN-92-GSFC-F064**
v.)
Sean O'Keefe, Administrator) **EEOC No. 120-A2-1267**
National Aeronautics and)
Space Administration,)
Agency.)

RELEASE OF CLAIMS AGAINST NASA GODDARD

The release of claims is made and entered into this ____ day of _____, ____, by and between [Releasor] and the NASA Goddard Space Flight Center ("NASA Goddard").

Pursuant to the Settlement Agreement as approved by EEOC Administrative Judge Linda A. Kincaid on _____, 2002 in Flourney v. O'Keefe, Administrator, NASA, EEOC No. 120-A2-1267X ("EEOC case") and dismissing the EEOC case and all related cases in their entirety on the merits, with prejudice,

I, [Name], a Class Member in the EEOC case, together with each and all of my representatives, heirs, successors, and assigns, hereby fully, finally, unconditionally and

irrevocably waive, release, remise, discharge and covenant not to sue NASA Goddard or any or all of its past or present predecessors, successors, parents, affiliates, subsidiaries and assigns, and their respective past or present directors, officers, employees, agents, attorneys and representatives, and anyone acting in concert with any of them ("NASA Goddard Releasees"), from or on any and all direct, indirect, representative, individual and/or class claims, allegations, actions, rights, obligations, liabilities and causes of action of whatsoever kind or nature, arising up to and including February 25, 2002, which arise out of or relate to my being eligible but not receiving on account of race a promotion from a GS-13 to a GS-14 or a GS-14 to a GS-15 position as a scientist or engineer at NASA Goddard, whether presently known or unknown, actual or potential, existing or contingent, suspected or unsuspected, apparent or concealed, not specifically excepted herein ("Claims"), including but not limited to,

- (i) any and all direct, representative, individual and/or class claims, allegations, actions, rights, obligations, liabilities and causes of action alleging race discrimination made by or on behalf of the Class Agent individually or on behalf of the Class as defined in the Settlement Agreement filed, or arising from or relating to matters or allegations which are the subject matter of this action, or that could have been made by or on behalf of the Class Agent individually or on behalf of the Class herein, whether known or unknown, actual or potential;
- (ii) any and all direct, representative, individual and class claims, allegations and causes of action, actual or potential, known or unknown, of race discrimination that either of the Class Agent or the Class Members made or brought or could have made or brought relating to their eligibility for and denial of promotion(s)

from the GS-13 to the GS-14 or from the GS-14 to GS-15 position) as a scientist or engineer at any time between April 19, 1991 and February 25, 2002 through or in any court proceeding or in any arbitration or other dispute resolution mechanism or through any complaints or charges filed with the Equal Employment Opportunity Commission ("EEOC") or any other federal, state, or local governmental body or authority, under any federal, state, or local statutory or common law, including, but not limited, to claims of race discrimination in promotion, training, and performance evaluations, and claims for damages, back pay or other monetary relief or benefits, or for injunctive, declaratory, equitable, compensatory, punitive or any other relief for any such alleged unlawful discrimination; and

- (iii) any and all direct, representative, individual and class claims, allegations and causes of action for attorneys' fees and costs that the Class Agent or the Class have made or could have made, as of February 25, 2002.

In signing this Release, I agree and acknowledge that a monetary payment and/or specific job relief are provided to me as full consideration pursuant to the terms of the Settlement Agreement and the claims resolution process provided for therein.

I acknowledge that I have been represented by legal counsel in the negotiation and preparation of the Settlement Agreement and all exhibits thereto (including this Release), that I understand the Settlement Agreement and all exhibits thereto (including this Release) and am fully aware of their content and legal effect, and that I have entered into the Settlement Agreement, and am executing this Release, freely, without coercion, based on advice of my legal counsel and my

own judgment and not in reliance upon any representations or promises made by NASA Goddard, other than those expressly set forth in the Settlement Agreement.

This Release shall become effective seven days after the signing of this Release. This Release shall incorporate the terms and conditions of the Settlement Agreement.

By signing this Release, I acknowledge and affirm (1) that I am competent, (2) that I have been afforded a time period of at least 21 days to review this Release with legal counsel of my choice and have done so, (3) that if I take fewer than 21 days to consider and execute this Release, I do so voluntarily, with the understanding that I will be accelerating its effective date, and (4) that I have read and understand and accept the nature, terms, scope and effect of this Release.

By my signature below, I represent that I understand that I am permitted to revoke this Release at any time during the period of seven days after I sign the Release. This Release will not be effective or enforceable and no payments will be made under the Settlement Agreement until the seven-day revocation period has expired without my having exercised my right of revocation.

By signing this Release, I acknowledge and affirm that I have carefully read and understand this entire document, that I have been advised to consult with an attorney prior to signing this Release, that no promises or inducements have been made to me except as set forth in this Release, and that I have signed this release freely and voluntarily, intending to be legally bound by its terms.

RELEASOR

SIGNATURE OF CLASS MEMBER

Sworn to before me this ____ day of
_____, 2002

Notary Public
My Commission expires _____